

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2021

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: 001-38068

ZYMEWORKS INC.

(Exact name of registrant as specified in its charter)

British Columbia, Canada
(State or other jurisdiction of
incorporation or organization)

98-1398788
(I.R.S. Employer
Identification Number)

Suite 540—1385 West 8th Avenue
Vancouver, BC V6H 3V9
(Address of principal executive offices, including zip code)

(604) 678-1388
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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 Shares, no par value per share	ZYME	New York Stock Exchange

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 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 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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 Securities Exchange Act of 1934). Yes No

The number of outstanding common shares of the registrant, no par value per share, as of August 2, 2021 was 46,385,729.

ZYMEWORKS INC.
QUARTERLY REPORT ON FORM 10-Q
For the Quarter Ended June 30, 2021
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 and “forward-looking information” within the meaning of Canadian securities laws, or collectively, forward-looking statements. Forward-looking statements include statements that may relate to our plans, objectives, goals, strategies, future events, future revenue or performance, capital expenditures, financing needs and other information that is not historical information. Many of these statements appear, in particular, under the headings “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations”. Forward-looking statements can often be identified by the use of terminology such as “subject to”, “believe,” “anticipate,” “plan,” “expect,” “intend,” “estimate,” “project,” “may,” “will,” “should,” “would,” “could,” “can,” the negatives thereof, variations thereon and similar expressions, or by discussions of strategy. In addition, any statements or information that refer to expectations, beliefs, plans, projections, objectives, performance or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking. In particular, these forward-looking statements include, but are not limited to:

- the size of our addressable markets and our ability to commercialize product candidates;
- the achievement of advances in and expansion of our therapeutic platforms and antibody engineering expertise;
- the likelihood of product candidate development and clinical trial progression, initiation or success;
- our ability to predict and manage government regulation; and
- the impact of the COVID-19 pandemic on our business and operations.

All forward-looking statements, including, without limitation, those related to our examination of historical operating trends, are based upon our current expectations and various assumptions. Certain assumptions made in preparing the forward-looking statements include:

- our ability to manage our growth effectively;
- the absence of material adverse changes in our industry or the global economy;
- our ability to understand and predict trends in our industry and markets;
- our ability to maintain good business relationships with our strategic partners;
- our ability to comply with current and future regulatory standards;
- our ability to protect our intellectual property rights;
- our continued compliance with third-party license terms and the non-infringement of third-party intellectual property rights;
- our ability to manage and integrate acquisitions;
- our ability to retain key personnel; and
- our ability to raise sufficient debt or equity financing to support our continued growth.

We believe there is a reasonable basis for our expectations and beliefs, but they are inherently uncertain. We may not realize our expectations, and our beliefs may not prove correct. Actual results could differ materially from those described or implied by such forward-looking statements. The following uncertainties and factors, among others (including those set forth under “Risk Factors”), could affect future performance and cause actual results to differ materially from those matters expressed in or implied by forward-looking statements:

- our ability to obtain regulatory approval for our product candidates without significant delays;
- the predictive value of our current or planned clinical trials;
- delays with respect to the development and commercialization of our product candidates, which may cause increased costs or delay receipt of product revenue;
- our, or any of our partners’, ability to enroll subjects in clinical trials and thereby complete trials on a timely basis;
- the design or our execution of clinical trials may not support regulatory approval, including where clinical trials are conducted outside the United States;
- the extent to which our business may be adversely affected by the COVID-19 pandemic;

- the Fast Track and Breakthrough Therapy designations for any of our product candidates may not expedite regulatory review or approval;
- the U.S. Food and Drug Administration (the “FDA”) may not accept data from trials we conduct outside the United States;
- disruptions at the FDA and other government agencies caused by funding shortages or global health concerns;
- our discretion to discontinue or reprioritize the development of any of our product candidates;
- the potential for our product candidates to have undesirable side effects;
- no regulatory agency has made a determination that any of our product candidates are safe or effective for use by the general public or for any indication;
- our ability to face significant competition, including biosimilar products;
- the likelihood of broad market acceptance of our product candidates;
- our ability to obtain Orphan Drug Designation or exclusivity for some or all of our product candidates;
- our ability to commercialize products outside of the United States;
- the outcome of reimbursement decisions by third-party payors relating to our products;
- our expectations with respect to the market opportunities for any product that we or our strategic partners develop;
- our ability to pursue product candidates that may be profitable or have a high likelihood of success;
- our ability to use and expand our therapeutic platforms to build a pipeline of product candidates;
- our ability to meet the requirements of ongoing regulatory review;
- the threat of product liability lawsuits against us or any of our strategic partners;
- changes in product candidate manufacturing or formulation that may result in additional costs or delay;
- the potential disruption of our business and dilution of our shareholdings associated with acquisitions and joint ventures;
- the potential for foreign governments to impose strict price controls;
- the risk of security breaches or data loss, which could compromise sensitive business or health information;
- current and future legislation that may increase the difficulty and cost of commercializing our product candidates;
- economic, political, regulatory and other risks associated with international operations;
- our exposure to legal and reputational penalties as a result of any of our current and future relationships with various third parties;
- our ability to comply with export control and import laws and regulations;
- our history of significant losses since inception;
- our ability to generate revenue from product sales and achieve profitability;
- our requirement for substantial additional funding;
- the potential dilution to our shareholders associated with future financings;
- restrictions on our ability to seek financing, which may be imposed by future debt;
- our ability to maintain existing and future strategic partnerships;
- our ability to realize the anticipated benefits of our strategic partnerships;
- our ability to secure future strategic partners;
- our reliance on third-party manufacturers to produce our product candidate supplies and on other third parties to store, monitor and transport bulk drug substance and drug product;
- our reliance on third parties to oversee clinical trials of our product candidates and, in some cases, maintain regulatory files for those product candidates;

- our reliance on third parties for various operational and administrative aspects of our business including our reliance on third parties' cloud-based software platforms;
- our ability to operate without infringing the patents and other proprietary rights of third parties;
- our ability to obtain and enforce patent protection for our product candidates and related technology;
- our patents could be found invalid or unenforceable if challenged;
- our intellectual property rights may not necessarily provide us with competitive advantages;
- we may become involved in expensive and time-consuming patent lawsuits;
- the risk that the duration of our patents will not adequately protect our competitive position;
- our ability to obtain protection under the Drug Price Competition and Patent Term Restoration Act of 1984 (the "Hatch-Waxman Amendments") and similar foreign legislation;
- we may be unable to protect the confidentiality of our proprietary information;
- our ability to comply with procedural and administrative requirements relating to our patents;
- the risk of claims challenging the inventorship of our patents and other intellectual property;
- our intellectual property rights for some of our product candidates are dependent on the abilities of third parties to assert and defend such rights;
- patent reform legislation and court decisions can diminish the value of patents in general, thereby impairing our ability to protect our products;
- we may not be able to protect our intellectual property rights throughout the world;
- we will require FDA approval for any proposed product candidate names and any failure or delay associated with such approval may adversely affect our business;
- the risk of employee misconduct including noncompliance with regulatory standards and insider trading;
- our ability to market our products in a manner that does not violate the law and subject us to civil or criminal penalties;
- if we do not comply with laws regulating the protection of the environment and health and human safety, our business could be adversely affected;
- our ability to retain key executives and attract and retain qualified personnel;
- our ability to manage organizational growth;
- our exposure to potential securities class action litigation; and
- if securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our share price and trading volume could decline.

Consequently, forward-looking statements should be regarded solely as our current plans, estimates and beliefs. You should not place undue reliance on forward-looking statements. We cannot guarantee future results, events, levels of activity, performance or achievements. We do not undertake and specifically decline any obligation to update, republish or revise forward-looking statements to reflect future events or circumstances or to reflect the occurrences of unanticipated events, except as required by law.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and although we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted a thorough inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

We own or have rights to trademarks, service marks or trade names that we use in connection with the operation of our business. In addition, our names, logos and website names and addresses are our service marks or trademarks. Azymetric, Zymeworks, ZymeCAD, EFECT, ZymeLink and the phrase "Building Better Biologics" are our registered trademarks. The other trademarks,

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trade names and service marks appearing in this Quarterly Report on Form 10-Q are the property of their respective owners. Solely for convenience, the trademarks, service marks, tradenames and copyrights referred to in this Quarterly Report on Form 10-Q are listed without the ©, ® and TM symbols, but we will assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks and tradenames.

We express all amounts in this Quarterly Report on Form 10-Q in U.S. dollars, except where otherwise indicated. References to “\$” and “US\$” are to U.S. dollars and references to “C\$” are to Canadian dollars.

Except as otherwise indicated, references in this Quarterly Report on Form 10-Q to “Zymeworks,” the “Company,” “we,” “us” and “our” refer to Zymeworks Inc. and its subsidiary.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Zymeworks Inc.

Index to Interim Condensed Consolidated Financial Statements (unaudited)

As of and for the three and six months ended June 30, 2021

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ZYMEWORKS INC.**Condensed Consolidated Balance Sheets****(Expressed in thousands of U.S. dollars except share data)**

	June 30, 2021	December 31, 2020
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 257,159	\$ 242,036
Short-term investments (note 5)	102,652	184,318
Accounts receivable	9,160	15,293
Prepaid expenses and other current assets	23,986	13,429
Total current assets	392,957	455,076
Deferred financing fees	915	805
Long-term investments (note 5)	886	25,921
Long-term prepaid assets	2,152	2,290
Deferred tax asset	2,815	1,723
Property and equipment, net	13,968	12,185
Operating lease right-of-use assets	25,454	5,429
Intangible assets, net	3,163	5,303
Acquired in-process research and development (note 6)	17,628	17,628
Goodwill (note 6)	12,016	12,016
Total assets	\$ 471,954	\$ 538,376
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable and accrued liabilities (note 7)	\$ 55,582	\$ 43,655
Fair value of liability classified stock options (note 12)	25,783	39,284
Current portion of operating lease liability (note 11)	1,618	2,710
Other current liabilities	22	17
Total current liabilities	83,005	85,666
Long-term portion of operating lease liability (note 11)	30,092	5,812
Deferred revenue (note 9)	32,941	32,941
Other long-term liabilities (note 7)	2,577	2,857
Deferred tax liability	1,867	1,178
Total liabilities	150,482	128,454
Shareholders' equity:		
Common shares, no par value; unlimited authorized shares at June 30, 2021 and December 31, 2020, respectively; 46,234,737 and 46,035,389 shares issued and outstanding at June 30, 2021 and December 31, 2020, respectively (note 8b)	730,311	724,219
Additional paid-in capital	181,193	163,623
Accumulated other comprehensive loss	(6,659)	(6,659)
Accumulated deficit	(583,373)	(471,261)
Total shareholders' equity	321,472	409,922
Total liabilities and shareholders' equity	\$ 471,954	\$ 538,376
Research collaboration and licensing agreements (note 9)		
Commitments and contingencies (note 13)		

The accompanying notes are an integral part of these financial statements

ZYMEWORKS INC.**Condensed Consolidated Statements of Loss and Comprehensive Loss**
(Expressed in thousands of U.S. dollars except share and per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Revenue				
Research and development collaborations (note 9)	\$ 1,771	\$ 12,359	\$ 2,415	\$ 20,628
Operating expenses:				
Research and development	50,711	39,784	94,994	76,727
General and administrative	19,945	12,924	21,241	20,130
Total operating expenses	70,656	52,708	116,235	96,857
Loss from operations	(68,885)	(40,349)	(113,820)	(76,229)
Other income (expense):				
Interest income	588	1,502	1,329	3,358
Other income (expense), net (note 10)	341	(178)	470	3,085
Total other income, net	929	1,324	1,799	6,443
Loss before income taxes	(67,956)	(39,025)	(112,021)	(69,786)
Income tax recovery (expense)	434	64	(91)	(311)
Net loss and comprehensive loss	\$ (67,522)	\$ (38,961)	\$ (112,112)	\$ (70,097)
Net loss per common share (note 4):				
Basic	\$ (1.31)	\$ (0.77)	\$ (2.18)	\$ (1.41)
Diluted	\$ (1.31)	\$ (0.77)	\$ (2.42)	\$ (1.41)
Weighted-average common shares outstanding (note 4):				
Basic	51,422,066	50,788,681	51,395,015	49,737,699
Diluted	51,422,066	50,788,681	52,068,506	49,737,699

The accompanying notes are an integral part of these financial statements

ZYMEWORKS INC.
Condensed Consolidated Statement of Changes in Shareholders' Equity
(Expressed in thousands of U.S. dollars except share data)
(unaudited)

	Common shares		Accumulated deficit	Accumulated other comprehensive loss	Additional paid-in capital	Total shareholders' equity
	Shares	Amount				
Balance at January 1, 2021	46,035,389	\$ 724,219	\$ (471,261)	\$ (6,659)	\$ 163,623	\$ 409,922
Issuance of common shares on exercise of options	78,736	2,624	—	—	(662)	1,962
Issuance of common shares through employee stock purchase plan	26,807	1,321	—	—	—	1,321
Issuance of common shares upon vesting of restricted stock units ("RSUs")	23,956	843	—	—	(843)	—
Stock-based compensation	—	—	—	—	8,530	8,530
Net loss	—	—	(44,590)	—	—	(44,590)
Balance at March 31, 2021	46,164,888	\$ 729,007	\$ (515,851)	\$ (6,659)	\$ 170,648	\$ 377,145
Issuance of common shares on exercise of options	67,583	\$ 1,218	\$ —	\$ —	\$ (455)	\$ 763
Issuance of common shares upon vesting of RSUs	2,266	\$ 86	\$ —	\$ —	\$ (86)	\$ —
Stock-based compensation	—	\$ —	\$ —	\$ —	\$ 11,086	\$ 11,086
Net loss	—	\$ —	\$ (67,522)	\$ —	\$ —	\$ (67,522)
Balance at June 30, 2021	46,234,737	\$ 730,311	\$ (583,373)	\$ (6,659)	\$ 181,193	\$ 321,472

	Common shares		Accumulated deficit	Accumulated other comprehensive loss	Additional paid-in capital	Total shareholders' equity
	Shares	Amount				
Balance at January 1, 2020	39,564,529	\$ 450,210	\$ (290,709)	\$ (6,659)	\$ 92,839	\$ 245,681
Issuance of common shares on exercise of options	122,492	2,767	—	—	(754)	2,013
Issuance of common shares through employee stock purchase plan	21,451	615	—	—	—	615
Fair value adjustments upon reclassification of options to liabilities	—	—	—	—	(110)	(110)
Stock-based compensation	—	—	—	—	4,446	4,446
Issuance of common shares and pre-funded warrants in connection with public offering (Note 8)	5,824,729	254,018	—	—	46,892	300,910
Net loss	—	—	(31,136)	—	—	(31,136)
Balance at March 31, 2020	45,533,201	\$ 707,610	\$ (321,845)	\$ (6,659)	\$ 143,313	\$ 522,419
Issuance of common shares on exercise of options	29,954	\$ 709	\$ —	\$ —	\$ (152)	\$ 557
Stock-based compensation	—	\$ —	\$ —	\$ —	\$ 7,238	\$ 7,238
Net loss	—	\$ —	\$ (38,961)	\$ —	\$ —	\$ (38,961)
Balance at June 30, 2020	45,563,155	\$ 708,319	\$ (360,806)	\$ (6,659)	\$ 150,399	\$ 491,253

The accompanying notes are an integral part of these financial statements

ZYMEWORKS INC.
Condensed Consolidated Statements of Cash Flows
(Expressed in thousands of U.S. dollars)
(unaudited)

	Six Months Ended June 30,	
	2021	2020
Cash flows from operating activities:		
Net loss	\$ (112,112)	\$ (70,097)
Items not involving cash:		
Depreciation and amortization of property and equipment	1,945	1,539
Amortization of intangible assets	2,180	1,971
Stock-based compensation expense	6,400	4,257
Amortization and impairment of operating lease right-of-use assets	1,255	1,572
Deferred income tax expense	(405)	191
Non-cash consideration from licensing agreement	—	(218)
Change in fair value of contingent consideration liability	31	68
Change in fair value of investments in equity instruments	(167)	—
Unrealized foreign exchange loss (gain)	921	(2,866)
Changes in non-cash operating working capital:		
Accounts receivable	6,133	(12,640)
Prepaid expenses and other current assets	(10,000)	(9,284)
Accounts payable and accrued liabilities	10,339	(1,766)
Operating lease liabilities	2,325	(170)
Net cash used in operating activities	<u>(91,155)</u>	<u>(87,443)</u>
Cash flows from financing activities:		
Proceeds from public offering, net of issuance costs (note 8a)	—	300,910
Issuance of common shares on exercise of stock options (note 8e)	2,084	1,795
Issuance of common shares through employee stock purchase plan	829	419
Deferred financing fees	(128)	(80)
Finance lease payments	(8)	(7)
Net cash provided by financing activities	<u>2,777</u>	<u>303,037</u>
Cash flows from investing activities:		
Net redemptions (purchases) of short-term and long-term investments	106,573	(121,822)
Acquisition of property and equipment	(2,447)	(2,185)
Acquisition of intangible assets	(40)	(419)
Net cash provided by (used in) investing activities	<u>104,086</u>	<u>(124,426)</u>
Effect of exchange rate changes on cash and cash equivalents	(585)	(50)
Net change in cash and cash equivalents	15,123	91,118
Cash and cash equivalents, beginning of period	242,036	128,451
Cash and cash equivalents, end of period	<u>\$ 257,159</u>	<u>\$ 219,569</u>
Supplemental disclosure of non-cash investing and financing items:		
Leased assets obtained in exchange for operating lease liabilities	\$ 21,279	\$ 1,817
Acquisition of property and equipment in accounts payable and accrued liabilities	1,281	706

The accompanying notes are an integral part of these financial statements

ZYMEWORKS INC.

Notes to the Interim Condensed Consolidated Financial Statements

(unaudited)

(Expressed in thousands of U.S. dollars except share and per share data)

1. Nature of Operations

Zymeworks Inc. (the “Company” or “Zymeworks”) is a clinical-stage biopharmaceutical company dedicated to the development of next-generation multifunctional biotherapeutics. Zymeworks was incorporated on September 8, 2003 under the laws of the Canada Business Corporations Act. On October 22, 2003, the Company was registered as an extra-provincial company under the Company Act (British Columbia). On May 2, 2017, the Company continued under the Business Corporations Act (British Columbia).

Since its inception, the Company has devoted substantially all of its resources to research and development activities, including developing its therapeutic platforms, and identifying and developing potential product candidates by undertaking preclinical studies and clinical trials. The Company supports these activities through general and administrative support, as well as by raising capital, conducting business planning and protecting its intellectual property.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying interim condensed consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) and pursuant to the rules and regulations of the SEC for interim financial information. Accordingly, these financial statements do not include all the information and footnotes required for complete financial statements and should be read in conjunction with the audited consolidated financial statements of the Company and the accompanying notes thereto for the year ended December 31, 2020.

These unaudited interim condensed consolidated financial statements reflect all adjustments, consisting solely of normal recurring adjustments, which, in the opinion of management, are necessary for a fair presentation of results for the interim periods presented. The results of operations for the three and six months ended June 30, 2021 and 2020 are not necessarily indicative of results that can be expected for a full year. These unaudited interim condensed consolidated financial statements follow the same significant accounting policies as those described in the notes to the audited consolidated financial statements of the Company for the year ended December 31, 2020.

All amounts expressed in the interim condensed consolidated financial statements of the Company and the accompanying notes thereto are expressed in thousands of U.S. dollars, except for share and per share data and where otherwise indicated. References to “\$” are to U.S. dollars and references to “C\$” are to Canadian dollars.

Certain prior period amounts have been reclassified from general and administrative expenses to research and development expenses to conform to the current period's presentation. These reclassifications had no effect on previously reported operating expenses, net loss, shareholders equity and cash flows from operating activities.

Use of Estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires the Company to make estimates and judgments in certain circumstances that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, the Company evaluates its estimates, most notably those related to revenue recognition including estimated timing of completion of performance obligations required to meet revenue recognition criteria, accrual of expenses including clinical and preclinical study expense accruals, stock-based compensation, valuation allowance for deferred taxes, benefits under the Scientific Research and Experimental Development (“SR&ED”) program, and other contingencies. Management bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances. Actual results could differ from these estimates.

The full extent to which the COVID-19 pandemic may directly or indirectly impact the Company’s business, results of operations and financial condition, including revenues, expenses, clinical trials, research and development costs and employee-related amounts, will depend on future developments that are evolving and highly uncertain, such as the duration and severity of outbreaks, including potential future waves or cycles, and the effectiveness of actions taken to contain and treat COVID-19. The Company considered the potential impact of COVID-19 when making certain estimates and judgments relating to the preparation

of these consolidated financial statements. While there was no material impact to the Company's consolidated financial statements as of and for the three and six months ended June 30, 2021, the Company's future assessment of the magnitude and duration of COVID-19, as well as other factors, could result in a material impact to the Company's consolidated financial statements in future reporting periods.

3. Recent Accounting Pronouncements

Recent accounting pronouncements not yet adopted

The Company has reviewed recent accounting pronouncements and concluded that they are either not applicable to the business, or that no material effect is expected on the consolidated financial statements as a result of future adoption.

4. Net loss per share

Net loss per share for the three and six months ended June 30, 2021 and 2020 was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Numerator:				
Net loss attributable to common shareholders:				
Basic	\$ (67,522)	\$ (38,961)	\$ (112,112)	\$ (70,097)
Adjustment for change in fair value of liability classified stock options	—	—	(13,732)	—
Diluted	\$ (67,522)	\$ (38,961)	\$ (125,844)	\$ (70,097)
Denominator:				
Weighted-average common shares outstanding:				
Basic	51,422,066	50,788,681	51,395,015	49,737,699
Adjustment for dilutive effect of liability classified stock options	—	—	673,491	—
Diluted	51,422,066	50,788,681	52,068,506	49,737,699
Net loss per common share - basic	\$ (1.31)	\$ (0.77)	\$ (2.18)	\$ (1.41)
Net loss per common share - diluted	\$ (1.31)	\$ (0.77)	\$ (2.42)	\$ (1.41)

Weighted average number of common shares used in the basic and diluted earnings per share calculations include the pre-funded warrants issued in connection with the Company's June 2019 and January 2020 public offerings as the warrants are exercisable at any time for nominal cash consideration.

5. Investments

Short-term Investments

Short-term investments consist of guaranteed investment certificates ("GICs"), term deposits and commercial paper acquired from financial institutions in accordance with the Company's cash investment policy. Short-term GICs, term deposits and commercial paper bear interest at rates of 0.3%-0.4% per annum, and are classified as held to maturity and are accounted for at amortized cost.

Long-term Investments

Long-term investments at June 30, 2021 consist of equity instruments of \$886 acquired for strategic purposes or in connection with licensing and collaboration agreements with changes in fair value recorded through net income.

6. IPR&D and Goodwill

Acquired IPR&D

In-process research and development assets ("IPR&D") acquired in the 2016 Kairos Therapeutics Inc. ("Kairos") business combination are classified as indefinite-lived intangible assets and are not currently being amortized. The carrying value of IPR&D, net of impairment was \$17,628 at both June 30, 2021 and December 31, 2020. The Company concluded that there were no impairment indicators related to IPR&D as of June 30, 2021.

Goodwill

The Company performed its most recent annual impairment test of goodwill as of December 31, 2020. As part of the evaluation of the recoverability of goodwill, the Company identified only one reporting unit to which the total carrying amount of goodwill has been assigned. As at December 31, 2020, the Company performed a qualitative assessment for its annual impairment test of goodwill after concluding that it was not more likely than not that the fair value of the reporting unit was less than its carrying value. Consequently, a quantitative impairment test was not required. The Company concluded that there were no impairment indicators related to goodwill as of June 30, 2021.

7. Liabilities

Accounts payable and accrued expenses consisted of the following:

	June 30, 2021	December 31, 2020
Trade payables	\$ 4,661	\$ 6,244
Accrued research and development expenses	38,957	25,962
Employee compensation and vacation accruals	8,397	9,439
Accrued legal and professional fees	1,132	859
Other	2,435	1,151
Total	<u>\$ 55,582</u>	<u>\$ 43,655</u>

Other long-term liabilities consisted of the following:

	June 30, 2021	December 31, 2020
Liability for contingent consideration (note 12)	\$ 1,316	\$ 1,285
Liability from in-licensing agreement	1,150	1,450
Finance lease liability (note 11)	111	122
Total	<u>\$ 2,577</u>	<u>\$ 2,857</u>

8. Shareholders' Equity

a. Equity Offerings

2020 Public Offering

On January 27, 2020, the Company closed a public offering pursuant to which the Company sold 5,824,729 common shares, including the sale of 900,000 common shares to the underwriters upon their full exercise of their over-allotment option, at \$46.50 per common share and 1,075,271 Pre-Funded Warrants (note 8d) in lieu of common shares at \$46.4999 per Pre-Funded Warrant. Net proceeds were \$300,910, after underwriting discounts, commissions and offering expenses of \$19,940.

b. Authorized

The Company has an unlimited authorized number of voting Common Shares and Preferred Shares without par value.

c. Preferred Shares

As of June 30, 2021 and December 31, 2020, no preferred shares were issued or outstanding, respectively.

d. Pre-Funded Common Share Warrants

In connection with a public offering completed on June 24, 2019, the Company issued 4,166,690 Pre-Funded Warrants at a price of \$17.9999 per Pre-Funded Warrant which granted holders of warrants the right to purchase up to 4,166,690 common shares of the Company, at an exercise price of \$0.0001 per share.

In connection with a public offering completed on January 27, 2020 (note 8a), the Company issued 1,075,271 Pre-Funded Warrants at a price of \$46.4999 per Pre-Funded Warrant which granted holders of warrants the right to purchase up to 1,075,271 common shares of the Company, at an exercise price of \$0.0001 per share.

The Pre-Funded Warrants are exercisable by the holders at any time on or after the original issue date. The Pre-Funded Warrants do not expire unless they are exercised or settled in accordance with the Pre-Funded Warrant agreement. As the Pre-Funded Warrants meet the condition for equity classification, proceeds from issuance of the Pre-Funded Warrants, net of any transaction costs, are recorded in additional paid-in capital. Upon exercise of the Pre-Funded Warrants, the historical costs recorded in additional paid-in capital along with exercise price collected from holders will be recorded in common shares. No Pre-Funded Warrants have been exercised to date.

e. Stock-Based Compensation

Original Stock Option Plan

On July 14, 2006, the shareholders of the Company approved an employee stock option plan (the “Original Plan”). The Original Plan provides for the granting of options to directors, officers, employees and consultants. Options to purchase common shares may be granted at an exercise price of each option equal to the last private issuance of common shares immediately preceding the date of the grant. The total number of options outstanding is not to exceed 20% of the issued common shares of the Company.

Options granted under the Original Plan are exercisable at various dates over their 10-year life. Common shares are issued from treasury when options are exercised.

Options issued to employees under the Original Plan vest over 4 years, with 25% of the options subject to vesting one year after grant and the remainder of the options vesting monthly over the following three years in equal installments. Options issued to directors under the Original Plan vest over 3 years in equal monthly installments, and options issued to consultants and members of the Scientific Advisory Board under the Original Plan vest immediately upon issuance.

The exercise prices of the Company’s stock options under the Original Plan are denominated in Canadian dollars. The Canadian dollar amounts have been translated to U.S. dollars using the period end rate or the average foreign exchange rate for the period, as applicable, and have been provided for information purposes. Upon the effectiveness of the Company’s New Stock Option Plan described below, no further options were issuable under the Original Plan. However, all outstanding options granted under the Original Plan remain outstanding, subject to the terms of the Original Plan and the applicable grant documents, until such outstanding options are exercised or they terminate or expire by their terms.

New Stock Option and Equity Compensation Plan

On April 10, 2017, the Company’s shareholders approved a new stock option plan, which became effective immediately prior to the consummation of the Company’s IPO. This plan allows for the grant of options to directors, officers, employees and consultants in U.S. or Canadian dollars, and also permits the Company to grant incentive stock options (“ISOs”), within the meaning of Section 422 of the Internal Revenue Code, to its employees. On June 7, 2018, the Company’s shareholders approved an amendment and restatement of this plan (this plan, as amended and restated, the “New Plan”), which was further amended on March 4, 2020, that includes an article that allows the Company to grant restricted shares, restricted share units (“RSUs”) and other share-based awards, in addition to stock options. The terms and vesting provisions of options to be granted under the New Stock Option Plan remained same as the Original Stock Option Plan.

The maximum number of common shares reserved for issuance under the New Plan is 10,698,103, which includes 7,671,197 shares issuable upon exercise of options outstanding as of June 30, 2021. Beginning in 2021 and ending in 2028, this maximum number may be increased on the first day of each calendar year by up to 4.0% of the number of outstanding shares on the last day of the immediately preceding calendar year. ISOs may be granted with respect to a maximum fixed amount equal to 20% of the shares reserved for issuance under the New Plan as of June 7, 2018.

Restricted Stock Units (“RSUs”)

During the six months ended June 30, 2021, the Company granted 122,860 RSUs to certain employees that vest over a period of three years, in the amount of one-third each year on the anniversary of the grant date. RSUs are equity-settled on each vesting date, subject to the grantee’s continued employment with the Company on the vesting date. The fair value of RSUs granted was calculated by using the closing stock price on the grant date. As of June 30, 2021, there was \$4,191 of unamortized RSU expense that will be recognized over a weighted average period of 1.68 years.

	Number of RSUs	Weighted-average grant date fair value (\$)
Outstanding, December 31, 2020	82,704	35.19
Granted	122,860	36.68
Vested and settled	(26,222)	35.41
Forfeited	(13,125)	34.96
Outstanding, June 30, 2021	166,217	36.28

Stock Options

All options granted under the New Plan will have an exercise price determined and approved by the Board of Directors on the date of the grant, which shall not be less than the market price of the common shares at such time. For the purposes of the New Plan, the market price of a common share shall be the closing sale price of a share on the grant date reported by the stock exchange with the greatest trading volume or, if such day is not a trading day, the closing sale price reported for the immediately preceding trading day. The Company may convert a market price denominated in Canadian dollars into United States dollars and vice versa and such converted amount shall be the market price.

An option shall be exercisable during a period established by the Board of Directors which shall commence on the date of the grant and shall terminate not later than ten years after the date of the granting of the option. The New Plan provides that the exercise period shall automatically be extended if the date on which it is scheduled to terminate shall fall during a black-out period. In such cases, the extended exercise period shall terminate on the tenth business day after the last day of the black-out period, provided that the exercise period shall in no case be extended beyond the tenth anniversary of the date the option was granted. All options shall vest in accordance with the terms of their grant agreements.

The following table summarizes the Company’s stock options granted in Canadian dollars under the Original Plan and the New Plan:

	Number of Options	Weighted-Average Exercise Price (C\$)	Weighted-Average Exercise Price (\$)	Weighted-Average Contractual Term (years)	Aggregate intrinsic value (C\$)	Aggregate intrinsic value (\$)
Outstanding, December 31, 2020	2,285,569	22.00	17.27	6.46	87,545	68,664
Granted	434,617	43.27	34.46			
Exercised	(51,932)	17.86	14.13			
Forfeited	(17,836)	45.14	36.54			
Outstanding, June 30, 2021	2,650,418	25.41	20.49	6.56	49,658	39,980

The following table summarizes the Company's stock options granted in U.S. dollars under the New Plan:

	Number of Options	Weighted-Average Exercise Price (\$)	Weighted-Average Contractual Term (years)	Aggregate intrinsic value (\$)
Outstanding, December 31, 2020	3,790,326	22.85	8.20	92,705
Granted	1,383,015	35.45		
Exercised	(94,387)	14.36		
Forfeited	(58,175)	33.20		
Outstanding, June 30, 2021	5,020,779	26.36	8.27	47,471

During the six months ended June 30, 2021, the Company received cash proceeds of \$2,084 from stock options exercised.

The stock options outstanding at June 30, 2021 expire at various dates from July 1, 2021 to June 9, 2031.

The estimated fair values of options granted to officers, directors, employees and consultants are amortized over the relevant vesting periods. Stock-based compensation expense for equity classified instruments, as well as the financial statement impact of the amortization and periodic revaluation of liability classified instruments (note 12), are recorded in research and development expenses, general and administration expenses and finance expense (income) as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Research and development expense:				
Stock-based compensation for equity classified instruments	\$ 5,790	\$ 3,346	\$ 10,126	\$ 5,496
Change in fair value of liability classified instruments	245	(107)	(2,268)	(1,900)
	\$ 6,035	\$ 3,239	\$ 7,858	\$ 3,596
General and administrative expense:				
Stock-based compensation for equity classified instruments	\$ 5,296	\$ 4,046	\$ 9,488	\$ 6,497
Change in fair value of liability classified instruments	1,545	(310)	(11,406)	(5,799)
	\$ 6,841	\$ 3,736	\$ (1,918)	\$ 698
Finance expense (income):				
Change in fair value of liability classified instruments	(66)	(2)	(58)	(36)
	\$ (66)	\$ (2)	\$ (58)	\$ (36)

Amounts for equity classified instruments above include stock-based compensation expense relating to RSUs of \$718 and \$1,324 for the three and six months ended June 30, 2021, respectively (three and six months ended June 30, 2020: \$411 and \$503, respectively).

The estimated fair value of stock options granted in Canadian dollars under the Original Plan and the New Plan was determined using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Six Months Ended June 30,	
	2021	2020
Dividend yield	0 %	0 %
Expected volatility	81.0 %	75.5 %
Risk-free interest rate	1.02 %	0.64 %
Expected average life of options	6.07 years	6.07 years

The estimated fair value of stock options granted in U.S. dollars under the New Plan was determined using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Six Months Ended June 30,	
	2021	2020
Dividend yield	0 %	0 %
Expected volatility	80.9 %	76.3 %
Risk-free interest rate	0.97 %	0.73 %
Expected average life of options	6.04 years	6.02 years

Expected Volatility — Volatility is a measure of the amount by which a financial variable such as a share price has fluctuated (historical volatility) or is expected to fluctuate (expected volatility) during a period. As the Company does not yet have sufficient history of its own volatility, the Company has identified several public entities of similar complexity and stage of development and calculates historical volatility using the volatility of these companies.

Risk-Free Interest Rate — This rate is from the Government of Canada and U.S. Federal Reserve marketable bonds for the month prior to each option grant during the year, having a term that most closely resembles the expected life of the option.

Expected Term — This is the period of time that the options granted are expected to remain unexercised. Options granted have a maximum term of ten years. The Company uses the simplified method to calculate the average expected term, which represents the average of the vesting period and the contractual term.

Share Fair Value — Options granted after the Company's IPO, are issued with exercise price equal to the fair market value of the Company's stock on the date the grant is approved by the Board of Directors. Before the IPO, the Company granted stock options at exercise prices not less than the fair value of its common shares as determined by the Board of Directors, with input from management. Management estimated the fair value of its common shares based on a number of objective and subjective factors, including the most recently available valuation of common shares prepared by independent valuation specialists, external market considerations affecting the biotechnology industry and the historic prices at which the Company sold common shares.

The weighted-average Black-Scholes option pricing assumptions for liability classified stock options outstanding at June 30, 2021 and 2020 are as follows:

	June 30, 2021	June 30, 2020
Dividend yield	0 %	0 %
Expected volatility	75.9 %	85.7 %
Risk-free interest rate	0.59 %	0.31 %
Expected average option term	2.53 years	3.06 years
Number of liability classified stock options outstanding	1,011,965	1,244,204

At June 30, 2021, the unamortized compensation expense related to unvested options was \$49,929 (C\$62,016). The remaining unamortized compensation expense as of June 30, 2021 will be recognized over a weighted-average period of 1.87 years.

f. Employee Stock Purchase Plan:

On April 10, 2017, the Company's shareholders approved an employee stock purchase plan ("ESPP") which became effective immediately prior to the consummation of the Company's IPO. On June 7, 2018, certain amendments to the ESPP were approved by shareholders. Prior to these amendments, the ESPP allowed eligible employees to acquire common shares at a discounted purchase price of 85% of the market value of the Company's common shares on the purchase date. The ESPP, as amended, allows eligible employees to acquire common shares at a discounted purchase price of the lesser of (i) 85% of the market price of a common share on the first day of the applicable purchase period and (ii) 85% of the market price of a common share on the purchase date. The ESPP qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code for employees who are United States taxpayers.

The Company currently holds offerings consisting of a single six-month purchase period commencing on January 1 and July 1 of each calendar year, with a single purchase date at the end of the purchase period on June 30 and December 31 of each calendar year.

Eligible employees are able to contribute up to 15% of their gross base earnings for purchases under the ESPP through regular payroll deductions. Purchases of shares under the ESPP are limited for each employee at \$25 thousand worth of the Company's common shares (determined using the lesser of (i) the market price of a common share on the first day of the applicable purchase period and (ii) the market price of a common share on the purchase date) for each year such purchase right is outstanding.

As this plan is considered compensatory, the Company recognizes compensation expense on these awards based on their estimated grant date fair value using the Black-Scholes option pricing model. The Company recognizes compensation expense in the consolidated statements of loss and comprehensive loss on a straight-line basis over the requisite service period. For the six months ended June 30, 2021, the Company recorded compensation expense of and \$518 (six months ended June 30, 2020: \$311) in research and development expense and general and administrative expense accounts. As of June 30, 2021, the total amount contributed by ESPP participants and not yet settled is \$1,296 (December 31, 2020: \$926).

9. Research, Collaboration and Licensing Agreements

Revenue recognized from the Company's strategic partnerships is summarized as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Celgene Corporation and Celgene Alpine Investment Co. LLC (formerly "Celgene" and now a Bristol-Myers Squibb company, "BMS")				
Upfront fee relating to amendment	\$ —	\$ 12,000	\$ —	\$ 12,000
BeiGene, Ltd ("BeiGene"):				
Milestone revenue	—	—	—	5,000
Research support and other payments	1,771	359	2,415	3,628
	<u>\$ 1,771</u>	<u>\$ 12,359</u>	<u>\$ 2,415</u>	<u>\$ 20,628</u>

Since December 31, 2020, there have not been any material changes to the key terms of the Company's collaboration and license agreements. For further information on the terms and conditions of the Company's existing collaboration and license agreements, please refer to the notes to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year-ended December 31, 2020.

In June 2020, the Company's existing collaboration agreement with BMS was amended to expand the license grant to include the use of the Company's EFECT platform for the development of product candidates and to extend the research term. The amendment included an upfront fee of \$12,000 and all other financial terms were unchanged. The Company's performance obligations in relation to the upfront fee were met on the date of amendment. Accordingly, the upfront payment was recognized as revenue during the six months ended June 30, 2020.

In March 2020, the Company recognized milestone revenue of \$5,000 under a license and collaboration agreement with BeiGene upon BeiGene's dosing of zanidatamab in the first patient in a clinical study in its territory. The Company did not have any performance obligations in relation to this milestone on the date it was achieved. Accordingly, it was recognized as revenue during the six months ended June 30, 2020.

At June 30, 2021, contract assets from research, collaboration and licensing agreements were nil (December 31, 2020: nil) and contract liabilities were \$32,941 (December 31, 2020: \$32,941). Contract liabilities include deferred revenue relating to an upfront payment received in 2018 under the licensing and collaboration agreement with BeiGene referred to above. During the six months ended June 30, 2021, the Company did not recognize any revenue from performance obligations satisfied in relation to the deferred revenue (six months ended June 30, 2020: nil). Amounts not expected to be recognized as revenue in the next twelve months from June 30, 2021 have been classified as long-term deferred revenue.

10. Other (expense) income, net

Other (expense) income consist of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Foreign exchange (loss) gain	\$ 435	\$ (165)	\$ 372	\$ 3,058
Other	(94)	(13)	98	27
	<u>\$ 341</u>	<u>\$ (178)</u>	<u>\$ 470</u>	<u>\$ 3,085</u>

11. Leases

The Company leases separate office and laboratory spaces in Vancouver, British Columbia, with terms of each lease expiring in February 2022. On January 25, 2019, the Company entered into a lease for a new building in Vancouver to serve as the Company's future headquarters, including both office and laboratory space. This lease commenced for accounting purposes in May 2021 and construction of leasehold improvements is in progress. This lease has an initial term of ten years, with two five-year extension options. In addition, the Company leases office space in Seattle, Washington with lease terms expiring in February 2027. None of the optional extension periods have been included in the determination of the right-of-use assets or the lease liabilities for operating leases as the Company did not consider it reasonably certain that the Company would exercise any such options. The Company also leases office equipment under capital lease agreements.

The balance sheet classification of the Company's lease liabilities was as follows:

	June 30, 2021	December 31, 2020
Operating lease liabilities:		
Current portion	\$ 1,618	\$ 2,710
Long-term portion	30,092	5,812
Total operating lease liabilities	<u>31,710</u>	<u>\$ 8,522</u>
Finance lease liabilities:		
Current portion included in other current liabilities	22	17
Long-term portion included in other long-term liabilities	111	122
Total finance lease liabilities	<u>133</u>	<u>139</u>
Total lease liabilities	<u>\$ 31,843</u>	<u>\$ 8,661</u>

Cash paid for amounts included in the measurement of operating lease liabilities for the six months ended June 30, 2021 was \$1,544 and was included in net cash used in operating activities in the consolidated statement of cash flows.

As of June 30, 2021, the maturities of the Company's operating lease liabilities were as follows:

	Operating leases
Within 1 year	\$ 2,806
1 to 2 years	4,703
2 to 3 years	4,673
3 to 4 years	4,722
4 to 5 years	4,745
Thereafter	16,957
Total operating lease payments	<u>38,606</u>
Less:	
Imputed interest	(6,896)
Operating lease liabilities	<u>\$ 31,710</u>

As of June 30, 2021, the weighted average remaining lease term is 8.7 years and the discount rate used to determine the operating lease liability was 4.7% for leases in Canadian dollars and 2.2% for leases in U.S. dollars.

During the six months ended June 30, 2021, the Company incurred total operating lease expenses of \$2,378, which included lease expenses associated with fixed lease payments of \$2,176, and variable payments associated with common area maintenance and similar expenses of \$202.

In addition to the operating lease liabilities included in the table above, the Company has commitments for future operating lease payments of \$3,922 under the terms of the lease for the Company's additional lab space in Seattle, which is expected to commence in November 2021.

12. Financial Instruments

The Company evaluates financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level of classification each reporting period. This determination requires the Company to make subjective judgments as to the significance of inputs used in determining fair value and where such inputs lie within the fair value hierarchy.

Fair Value Measurements

The Company measures certain financial instruments and other items at fair value.

To determine fair value, the Company uses a fair value hierarchy that prioritizes the inputs, assumptions and valuation techniques used to measure fair value. The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted quoted market prices for identical instruments available in active markets.
- Level 2 inputs are inputs other than Level 1 prices, such as prices for a similar asset or liability that are observable either directly or indirectly. If the asset or liability has a contractual term, the input must be observable for substantially the full term. An example includes quoted market prices for similar assets or liabilities in active markets.
- Level 3 inputs are unobservable inputs for the asset or liability and will reflect management's assessment about market assumptions that would be used to price the asset or liability.

Assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurements. Changes in the observability of valuation inputs may result in a reclassification of levels for certain securities within the fair value hierarchy.

The Company's financial instruments consist of cash and cash equivalents, short-term and long-term investments in marketable and other securities, amounts receivable, accounts payable and accrued liabilities, finance and operating lease obligations, and other long-term liabilities.

The carrying values of cash and cash equivalents, short-term investments in marketable securities, amounts receivable and accounts payable and accrued liabilities approximate their fair values due to the near-term maturities of these financial instruments. As at June 30, 2021, long-term investments in equity securities of private entities are accounted for as available for

sale at their fair values. Other long-term liabilities for contingent consideration related to business acquisitions are recorded at fair value on the acquisition date and are adjusted quarterly for changes in fair value. Changes in the fair value of contingent consideration liabilities can result from changes in anticipated milestone payments and changes in assumed discount periods and rates. These inputs are unobservable in the market and therefore categorized as level 3 inputs as defined above.

The following tables present information about the Company's liabilities that are measured at fair value on a recurring basis, and indicate the fair value hierarchy of the valuation techniques used to determine such fair value:

	June 30, 2021	Level 1	Level 2	Level 3
Liabilities				
Liability for contingent consideration (note 13)	1,316	—	—	1,316
Total	\$ 1,316	\$ —	\$ —	\$ 1,316

	December 31, 2020	Level 1	Level 2	Level 3
Liabilities				
Liability for contingent consideration (note 13)	1,285			1,285
Total	\$ 1,285	\$ —	\$ —	\$ 1,285

The following table presents the changes in fair value of the Company's liability for contingent consideration:

	Liability at the beginning of the period	Increase (decrease) in fair value of liability for contingent consideration	Liability at end of the period
Three Months Ended June 30, 2021	\$ 1,316	\$ —	\$ 1,316
Six Months Ended June 30, 2021	\$ 1,285	\$ 31	\$ 1,316

Concentration of Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash and cash equivalents, short-term investments, long-term investments and accounts receivable. Cash and cash equivalents and investments in marketable securities are invested in accordance with the Company's cash investment policy with the primary objective being the preservation of capital and maintenance of liquidity. The cash investment policy includes guidelines on the quality of financial instruments and defines allowable investments that the Company believes minimizes the exposure to concentration of credit risk. The Company limits its exposure to credit loss by placing its cash and cash equivalents and short-term investments with high credit quality financial institutions.

At June 30, 2021, the maximum exposure to credit risk for accounts receivable was \$9,160 (December 31, 2020: \$15,293) and all accounts receivable are due within the next 12 months. As at June 30, 2021, accounts receivable included \$3,598 in lease incentive receivable in relation to the lease for the Company's future headquarters (December 31, 2020: nil). As at June 30, 2021 and December 31, 2020, the Company has not recognized any provision for expected credit losses in relation to accounts receivable.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's short-term cash requirements are primarily to settle its financial liabilities, which consist primarily of accounts payable and accrued liabilities falling due within 45 days and current portion of lease obligations falling due within the next 12 months, with medium-term requirements to invest in property and equipment and research and development. The Company's principal sources of liquidity to settle its financial liabilities are cash, cash equivalents and short-term investments, collection of accounts receivable relating to research collaboration and license agreements and additional public equity offerings as required. The Company believes that these principal sources of liquidity are sufficient to fund its operations for at least the next 12 months.

Foreign Currency Risk

The Company incurs certain operating expenses in currencies other than the U.S. dollar and accordingly is subject to foreign exchange risk due to fluctuations in exchange rates. The Company does not use derivative instruments to hedge exposure to foreign exchange risk due to the low volume of transactions denominated in foreign currencies. At June 30, 2021, the Company's net monetary assets denominated in Canadian dollars were \$16,580 (C\$20,650).

The operating results and financial position of the Company are reported in U.S. dollars in the Company's consolidated financial statements. The fluctuation of the U.S. dollar relative to the Canadian dollar and other foreign currencies will have an impact on the reported balances for net assets, net loss and shareholders' equity in the Company's consolidated financial statements.

13. Commitments and Contingencies

Commitments

The Company has entered into research collaboration agreements with strategic partners in the ordinary course of operations that may include contractual milestone payments related to the achievement of pre-specified research, development, regulatory and commercialization events and indemnification provisions, which are common in such agreements. Pursuant to the agreements, the Company is obligated to make research and development and regulatory milestone payments upon the occurrence of certain events and royalty payments based on net sales. The maximum amount of potential future indemnification is unlimited, however, the Company currently holds commercial and product liability insurance that limits the Company's liability and may enable it to recover a portion of any future amounts paid. Historically, the Company has not made any indemnification payments under such agreements and believes that the fair value of these indemnification obligations is minimal. Accordingly, the Company has not recognized any liabilities relating to indemnification obligations for any period presented in the consolidated financial statements.

In connection with the Company's 2016 Kairos acquisition, the Company may be required to make future payments to CDRD Ventures Inc. ("CVI") upon the direct achievement of certain development milestones for products incorporating certain Kairos intellectual property, as well as royalty payments on the net sales of such products. For out-licensed products and technologies incorporating certain Kairos intellectual property, the Company may be required to pay CVI a mid-single digit percentage of the future revenue as a result of a revenue sharing agreement. As of June 30, 2021, the contingent consideration had an estimated fair value of \$1,316, which has been recorded within other long-term liabilities on the Company's consolidated balance sheet (December 31, 2020: \$1,285). The contingent consideration was calculated using a probability weighted assessment of the likelihood of the milestones being met, a probability adjusted discount rate that reflects the stage of the development and time to complete the development. Contingent consideration is a financial liability and measured at its fair value at each reporting period, with any changes in fair value from the previous reporting period recorded in the statement of loss and comprehensive loss.

Contingencies

From time to time, the Company may be subject to various legal proceedings and claims related to matters arising in the ordinary course of business. The Company does not believe it is currently subject to any material matters where there is at least a reasonable possibility that a material loss may be incurred.

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

The following discussion should be read in conjunction with the attached financial statements and notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q, as well as our audited financial statements and related notes thereto and management’s discussion and analysis of financial condition and results of operations for the year ended December 31, 2020 included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the “SEC”) on February 24, 2021 and with the securities commissions in all provinces and territories of Canada on February 24, 2021. This Quarterly Report on Form 10-Q, including the following sections, contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties that could cause actual results and events to differ materially from those expressed or implied by such forward-looking statements. As a result of many factors, including without limitation those set forth under “Risk Factors” under Item 1A of Part II below and “Cautionary Note Regarding Forward-Looking Statements” above, and elsewhere in this Quarterly Report on Form 10-Q, our actual results may differ materially from those anticipated in these forward-looking statements. We caution the reader not to place undue reliance on these forward-looking statements, which reflect management’s analysis only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to update forward-looking statements which reflect events or circumstances occurring after the date of this Quarterly Report on Form 10-Q, except as required by law. Throughout this discussion, unless the context specifies or implies otherwise, the terms “Zymeworks,” “we,” “us,” and “our” refer to Zymeworks Inc. and its subsidiary.

Overview

Zymeworks is a clinical-stage biopharmaceutical company dedicated to the development of next-generation multifunctional biotherapeutics. Our suite of complementary therapeutic platforms and our fully integrated drug development engine provide the flexibility and compatibility to precisely engineer and develop highly differentiated product candidates. These capabilities have resulted in multiple product candidates with the potential to drive positive outcomes in large underserved and unaddressed patient populations.

Our lead product candidate, zanidatamab (formerly known as ZW25), is a novel bispecific antibody that targets two distinct domains of the human epidermal growth factor receptor 2 (“HER2”). The unique mechanism of action of zanidatamab may enable it to address unmet need in patient populations with HER2-expressing cancers, including those with lower levels of expression, for which there are no approved HER2-targeted agents. In clinical trials, monotherapy zanidatamab and zanidatamab in combination with chemotherapy have been well tolerated with promising antitumor activity in patients with heavily pretreated HER2-expressing cancers that have progressed after having received standard of care, including multiple HER2-targeted regimens. Based on these data, we initiated a number of global multicenter clinical trials to evaluate zanidatamab in specific indications and lines of therapy. These include (i) a pivotal trial in patients with previously treated HER2 gene amplified biliary tract cancer (“BTC”), (ii) the first-line treatment of HER2-positive metastatic gastroesophageal adenocarcinomas (“GEA”), BTC, or colorectal cancer in combination with standard of care chemotherapy, (iii) previously-treated locally advanced and/or metastatic HER2-positive, hormone receptor-positive breast cancer in combination with Pfizer’s Ibrance (palbociclib) and fulvestrant, and (iv) previously-treated locally advanced and/or metastatic HER2-expressing breast cancer in combination with Seagen, Inc.’s (“Seagen”) Tukysa (tucatinib) and chemotherapy. Our partner, BeiGene, Ltd. (“BeiGene”), has initiated Phase 1b/2 clinical trials evaluating zanidatamab for (i) the first-line treatment of metastatic HER2-positive breast cancer in combination with docetaxel and for (ii) the first-line treatment of metastatic HER2-positive GEA in combination with tislelizumab and chemotherapy. In addition, zanidatamab continues to be evaluated in several indications including colorectal, endometrial and other HER2-expressing cancers.

Our second product candidate, ZW49, combines the unique design of zanidatamab with our ZymeLink antibody-drug conjugate (“ADC”) platform, comprised of our proprietary cytotoxin (cancer cell-killing compound) and cleavable linker. We designed ZW49 to be a best-in-class HER2-targeting ADC to further address unmet need across a range of HER2-expressing cancers. A Phase 1 clinical trial to establish safety and antitumor activity of ZW49 began in 2019.

We are also advancing a deep pipeline of preclinical product candidates and discovery-stage programs in oncology (including immuno-oncology (“I-O”) agents) and other therapeutic areas.

Our proprietary capabilities and technologies include several modular, complementary therapeutic platforms that can be used in combination with each other and with existing approaches. This ability to layer technologies without compromising manufacturability enables us to engineer next-generation biotherapeutics with synergistic activity, which we believe will result in improved patient outcomes. Our core platforms include:

- **Azymmetric**, our bispecific platform, which enables therapeutic antibodies to simultaneously bind multiple distinct locations on a target (known as an epitope) or to multiple targets. This is achieved by tailoring multiple configurations of the antibody’s Fab regions (locations on the antibody to which epitopes bind);

- **ZymeLink**, our ADC platform, comprised of cytotoxins and the linker technology used to couple these cytotoxins to tumor-targeting antibodies or proteins. This platform can be used in conjunction with our other therapeutic platforms to increase safety and efficacy as compared to existing ADC technologies;
- **EFFECT**, which enables finely tuned modulation (both up and down) of immune cell recruitment and function; and
- **ProTECT**, which enables tumor-specific activity that may reduce systemic toxicity, and simultaneously enhances localized immune co-stimulation or checkpoint modulation that may increase efficacy.

Our protein engineering expertise and proprietary structure-guided molecular modeling capabilities enable these therapeutic platforms. Together with our internal antibody discovery and generation technologies, we have established a fully integrated drug development engine and toolkit capable of rapidly delivering a steady pipeline of next-generation product candidates in oncology and other therapeutic areas.

Our Azymetric, EFFECT and ZymeLink therapeutic platforms have been further leveraged through multiple revenue-generating strategic partnerships with the following global pharmaceutical companies: Merck Sharp & Dohme Research GmbH (“Merck”), Eli Lilly and Company (“Lilly”), Celgene Corporation and Celgene Alpine Investment Co. LLC (formerly “Celgene” and now a Bristol-Myers Squibb company, “BMS”), GlaxoSmithKline Intellectual Property Development Limited (“GSK”), Daiichi Sankyo Co., Ltd. (“Daiichi Sankyo”), Janssen Biotech, Inc. (“Janssen”), LEO Pharma A/S (“LEO”), BeiGene, and Iconic Therapeutics, Inc. (“Iconic”).

Our goal is to leverage our next-generation therapeutic platforms and proprietary protein engineering capabilities to become a domain dominator in the discovery, development and commercialization of best-in-class multifunctional biotherapeutics for the treatment of cancer and other diseases with high unmet medical need.

We commenced operations in 2003 and have since devoted substantially all of our resources to research and development activities including developing our therapeutic platforms, identifying and developing potential product candidates and undertaking preclinical studies and clinical trials. Additionally, we have supported our research and development activities with general and administrative support, as well as by raising capital, conducting business planning and protecting our intellectual property. We have not generated any revenue from the sale of approved products to date and do not expect to do so until such time as we obtain regulatory approval and commercialize one or more of our product candidates. We cannot be certain of the timing or success of approval of our product candidates.

Since our initial public offering (“IPO”) in 2017, we have funded our operations primarily through follow-on public offerings, including the issuance of pre-funded warrants, and payments received under our license and collaboration agreements. Payments received from our license and collaboration agreements include upfront fees, milestone payments, as well as research support and reimbursement payments. Prior to our IPO, we also received financing from private equity placements and the issuance of convertible debt, which was subsequently converted into equity securities, and a credit facility. From inception to June 30, 2021, we received \$796.5 million, net of equity issue costs, from these sources of financing including proceeds from exercises of stock options and employee stock purchase plans. As of June 30, 2021, we had \$359.8 million of cash resources consisting of cash, cash equivalents and short-term investments.

Although it is difficult to predict our funding requirements, based upon our current operating plan, we anticipate that our existing cash and cash equivalents and short-term investments as of June 30, 2021, combined with the collaboration payments we anticipate receiving, will enable us to fund our planned operations into the second half of 2022 and potentially beyond.

We reported a net loss of \$112.1 million for the six months ended June 30, 2021 and through June 30, 2021, we had an accumulated deficit of \$583.4 million. Over the next several years, we expect to continue to incur losses as we increase our research and development expenditures in connection with the ongoing development of our product candidates and other clinical, preclinical and regulatory activities.

Recent Developments

COVID-19

COVID-19 has impacted our research and development activities, but has not caused significant disruptions to our business operations to date. In March 2020, we transitioned our workforce to a remote working arrangement to protect the health and safety of our employees. In June 2020, we implemented a program to facilitate the phased return of employees to our lab and office facilities pursuant to enhanced health and safety protocols consistent with guidelines issued by local health authorities. Our preclinical research activities were supplemented by support from external contract research organizations (“CROs”) to complement the temporarily reduced capacity at our lab facilities. Certain clinical trial activities, including patient enrollment and site activations, were delayed or otherwise impacted by COVID-19. To date, COVID-19 has not had a material impact on our financial condition, liquidity or longer-term strategic development and commercialization plans.

The extent to which COVID-19 may cause more significant disruptions to our business and greater impacts to our results of operations will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the duration and severity of outbreaks, including potential future waves or cycles, and the effectiveness of actions to contain and treat COVID-19. A lack of coordinated responses on risk mitigation and vaccination deployment with respect to the COVID-19 pandemic could result in significant increases to the duration and severity of the pandemic and could have a corresponding negative impact on our business. For example, with the increased availability of vaccines in North America and certain countries around the world, the rate of additional COVID-19 infections and hospitalizations has declined in certain locations, resulting in relaxed restrictions and a general reopening of the economy and travel across many jurisdictions. While these developments are promising, reduced vaccine availability or resistance to vaccination by certain persons may result in increasing infection and hospitalization rates, which could be further complicated by the emergence of more virulent or infectious variants of the virus. We cannot predict the duration, scope and severity of any potential business shutdowns or disruptions that may result from future waves or cycles of outbreaks, including impacts to our ongoing and planned clinical studies and our regulatory approval prospects. Further prolonged shutdowns or other business interruptions could result in material and negative effects to our ability to conduct our business in the manner and on the timelines currently planned, which could have a material adverse impact on our business, results of operations, and financial condition. The COVID-19 pandemic continues to rapidly evolve, and we will continue to monitor the effects of COVID-19 on our business. See Part II - Item 1A, “Risk Factors – Risks Related to Our Business and the Development and Commercialization of Our Product Candidates – Our business has been and may continue to be adversely affected by the COVID-19 pandemic.”

Zanidatamab Clinical Program:

In January 2021, we presented updated clinical data at the American Society of Clinical Oncology (“ASCO”) Gastrointestinal Cancers Symposium for zanidatamab, in both HER2-expressing biliary tract cancer (“BTC”) and gastroesophageal adenocarcinoma (“GEA”). Overall, zanidatamab was well tolerated with the majority of treatment-related adverse events being mild or moderate (Grade 1 or 2) in severity, and response rates and median duration of response in refractory BTC and GEA compare favorably to current standard of care and emerging treatments.

In July 2021, we announced the first patient dosed in a new cohort of our Phase 1 trial to evaluate zanidatamab in combination with Seagen’s HER2-selective tyrosine kinase inhibitor, Tukysa (tucatinib), and chemotherapy in patients with previously-treated locally advanced and/or metastatic HER2-expressing breast cancer.

ZW49 Clinical Program:

In January 2021, we announced an interim update from the ongoing ZW49 Phase 1 dose-escalation study. In 35 patients who have received ZW49 across all dosing regimens, there have been no dose-limiting toxicities, no treatment-related hematologic, pulmonary, or liver toxicity, and no treatment-related deaths. Over 90% of treatment-related adverse events have been mild or moderate (Grade 1 or 2) in severity, with the most common being keratitis, fatigue, and diarrhea, which have been reversible and manageable in an outpatient setting. There have been no discontinuations due to treatment-related adverse events, and the maximum tolerated dose has not yet been established. ZW49 has demonstrated antitumor activity at all dose levels evaluated in the once every three week regimen including confirmed partial responses and stable disease per RECIST 1.1. Dose escalation is continuing at 3 mg/kg once every three weeks. Three indication-specific expansion cohorts (HER2-positive breast cancer, HER2-positive GEA, and a basket cohort of other HER2-positive cancers) utilizing the 2.5 mg/kg once every three week regimen have also been initiated to better ascertain antitumor activity in more homogeneous patient populations.

Preclinical Programs:

In April 2021, we presented five posters at the American Association for Cancer Research (AACR) Annual Meeting. The presentations highlight preclinical data that reveal new insights into the unique mechanisms of action of our lead product candidate, zanidatamab, introduce our fourth therapeutic platform, ProTECT, and describe two new preclinical assets focused on the cytokine, IL-12, and the immune-oncology target, 4-1BB.

Licensing and Collaboration Agreements:

In August 2021, we announced that our partner, Janssen, dosed the first patient with a bispecific antibody developed using our Azymetric and EFECT platforms. Under our 2017 collaboration and licensing agreement with Janssen, we will receive a payment in connection with this milestone.

Executive Team Changes:

In January 2021, Mr. James Priour was promoted to Chief Commercial Officer and named to the Executive Committee. In May 2021, Dr. Diana Hausman transitioned from her role as our Chief Medical Officer and Dr. Neil Josephson, our Senior Vice President, Clinical Research, assumed the role of interim Chief Medical Officer. Dr. Hausman will remain with the Company as a clinical advisor through November 2021.

Strategic Partnerships and Collaborations

Our novel product candidates, together with the unique combination of proprietary protein engineering capabilities and resulting therapeutic platform technologies, have enabled us to enter into a number of strategic partnerships, many of which were subsequently expanded in scope. Our strategic partnerships, including with Merck, Lilly, BMS, GSK, Daiichi Sankyo, Janssen, LEO, BeiGene, and Iconic, provide us with the ability to accelerate clinical development of our product candidates in certain geographical regions and provide our strategic partners with access to components of our proprietary therapeutic platforms for their own therapeutics development. In addition, these strategic partnerships have provided us with non-dilutive funding as well as access to proprietary therapeutic assets, which increase our ability to rapidly advance our product candidates while maintaining commercial rights to our own therapeutic pipeline. Under our existing collaboration agreements, we have received \$218.0 million to date in the form of non-refundable upfront payments and milestone payments, and we are also eligible to receive up to \$2.8 billion in preclinical and development milestone payments and \$5.8 billion in commercial milestone payments, as well as tiered royalties on potential future product sales. It is possible, however, that our strategic partners' programs will not advance as currently contemplated, which would negatively affect the amount of development and commercial milestone payments and royalties on potential future product sales we may receive. Importantly, these partnerships include predominantly non-target-exclusive licenses for any of our therapeutic platforms, so we maintain the ability to develop therapeutics directed to many high-value targets utilizing our platforms.

There have not been any material changes to the key terms of any of our licensing and collaboration agreements, since December 31, 2020. For further information on the terms and conditions of our existing collaboration and license agreements, please refer to "Item 1. Business - Strategic Partnerships and Collaborations" of our Annual Report on Form 10-K for the year ended December 31, 2020.

Financial Operations Overview

Revenue

Our revenue consists of collaboration revenue, including amounts recognized relating to upfront non-refundable payments for licenses or options to obtain future licenses, research and development funding and milestone payments earned under collaboration and license agreements. We expect that collaboration revenue from our strategic partnerships will be our primary source of revenue for the foreseeable future.

Operating Expenses

Our operating expenses consist primarily of research and development expenses and general and administrative expenses. Personnel costs including salaries, benefits, bonuses and stock-based compensation expense, comprise a significant component of research and development and general and administrative expenses. We allocate certain indirect expenses associated with our facilities, information technology, depreciation and other overhead costs between research and development and general and administrative categories based on employee headcount and the nature of work performed by each employee.

Research and Development Expense

Research and development expenses consist of expenses incurred in performing research and development activities such as conducting clinical trials and preclinical research studies, technical and manufacturing operations, regulatory affairs and other indirect expenses in support of advancing our product candidates and therapeutic platforms. Research and development expenses include third-party program costs, internal personnel costs and other indirect costs as follows:

- fees paid to CROs, consultants, subcontractors and other third-party vendors for work performed for our clinical trials, preclinical studies and regulatory activities;
- fees paid to third-party manufacturers to produce our product candidate supplies;
- amounts paid to vendors and suppliers for laboratory supplies;
- fees, milestone payments and other expenses incurred in connection with license agreements and amendments;
- employee-related expenses such as salaries and benefits and stock-based compensation;
- depreciation of laboratory equipment, computers and leasehold improvements; and

- overhead expenses such as facilities, information technology and other allocated items.

It is difficult to determine with certainty the duration and completion costs of our current or future clinical trials and preclinical programs of our product candidates, or if, when or to what extent we will generate revenue from the commercialization and sale of any of our product candidates that obtain regulatory approval. We may never succeed in achieving regulatory approval for any of our product candidates. The duration, costs and timing of clinical trials and development of our product candidates will depend on a variety of factors, including the uncertainties of clinical trials and preclinical studies, uncertainties in clinical trial enrollment rates and significant and changing government regulation. In addition, the probability of success for each product candidate will depend on numerous factors, including competition, manufacturing capability and commercial viability. We will determine which programs to pursue and how much to fund each program in response to the scientific and clinical success of each product candidate, as well as an assessment of each product candidate's commercial potential. We expect our research and development expenses to increase for the foreseeable future as we continue to develop our platforms and product candidates.

General and Administrative Expense

General and administrative expenses consist of salaries, benefits and stock-based compensation costs for employees in our executive, finance, legal, intellectual property, business development, human resources and other support functions, as well as legal and professional fees, business insurance, facilities and information technology costs and other expenses. We expect general and administrative expenses to increase as we expand our infrastructure to support our ongoing research and development activities.

Other Income (Expense)

Other income (expense) primarily consists of interest income and foreign exchange gain (loss).

Critical Accounting Policies and Significant Judgments and Estimates

Our critical accounting policies are those policies that require the most significant judgments and estimates in the preparation of our interim condensed consolidated financial statements. A summary of our critical accounting policies is presented in note 2 of our annual consolidated financial statements for the year ended December 31, 2020.

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgments and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable. We review and evaluate these estimates on an ongoing basis. These assumptions and estimates form the basis for making judgments about the carrying values of assets and liabilities and amounts that have been recorded as revenue and expenses. Actual results and experiences may differ from these estimates. The results of any material revisions would be reflected in the consolidated financial statements prospectively from the date of the change in estimate.

There have been no material changes in our critical accounting policies and significant judgments and estimates during the three and six months ended June 30, 2021 as compared to what has been described in our most recent annual consolidated financial statements.

The full extent to which the COVID-19 pandemic may directly or indirectly impact our business, results of operations and financial condition, including revenues, expenses, clinical trials, research and development costs and employee-related amounts, will depend on future developments that are evolving and highly uncertain, such as the duration and severity of outbreaks, including potential future waves or cycles, and the effectiveness of actions taken to contain and treat COVID-19. We considered the potential impact of COVID-19 when making certain estimates and judgments relating to the preparation of our condensed consolidated financial statements. While there was no material impact to our consolidated financial statements as of and for the three and six months ended June 30, 2021, our future assessment of the magnitude and duration of COVID-19, as well as other factors, could result in a material impact to our consolidated financial statements in future reporting periods.

Recent Accounting Pronouncements

A summary of recent accounting pronouncements is presented in note 3 of our interim condensed consolidated financial statements for the quarter ended June 30, 2021 within this Quarterly Report on Form 10-Q.

Results of Operations for the Three and Six Months Ended June 30, 2021 and 2020

Revenue

(dollars in millions)	Three Months Ended June 30,		Increase/ (Decrease)	Six Months Ended June 30,		Increase/ (Decrease)		
	2021	2020		2021	2020			
Revenue from research and collaborations	\$ 1.8	\$ 12.4	\$ (10.6)	(85)%	\$ 2.4	\$ 20.6	\$ (18.2)	(88)%

Our revenue relates primarily to non-recurring upfront fees, expansion payments or milestone payments from our licensing and collaboration agreements.

Total revenue decreased by \$10.6 million in the three months ended June 30, 2021 compared to the same period in 2020. Revenue for the three months ended June 30, 2021 included \$1.8 million from our partners for research support and other payments. Revenue for the same period in 2020 included recognition of a \$12.0 million expansion fee resulting from the BMS collaboration agreement amendment, as well as \$0.4 million in research support and other payments from our partners.

Total revenue decreased by \$18.2 million in the six months ended June 30, 2021 compared to the same period in 2020. Revenue for the six months ended June 30, 2021 included \$2.4 million from our partners for research support and other payments. Revenue for the same period in 2020 included recognition of a \$12.0 million expansion fee resulting from the BMS collaboration agreement amendment, recognition of a \$5.0 million development milestone and \$3.6 million in research support and other payments from our partners.

Research and Development Expense

(dollars in millions)	Three Months Ended June 30,		Increase/ (Decrease)	Six Months Ended June 30,		Increase/ (Decrease)		
	2021	2020		2021	2020			
Third-party research and development program expenses:								
Clinical development programs:								
Zanidatamab	\$ 20.9	\$ 18.8	\$ 2.1	11 %	\$ 37.4	\$ 38.2	\$ (0.8)	(2)%
ZW49	2.4	1.6	0.8	50 %	6.8	5.2	1.6	31 %
Preclinical and other research programs	2.8	3.3	(0.5)	(15)%	6.2	6.4	(0.2)	(3)%
	26.1	23.7	2.4	10 %	50.4	49.8	0.6	1 %
Unallocated departmental research and development expenses:								
Salaries and benefits	13.7	7.4	6.3	85 %	26.8	15.1	11.7	77 %
Stock-based compensation expense	6.0	3.2	2.8	88 %	7.8	3.6	4.2	117 %
Other unallocated expenses	4.9	5.5	(0.6)	(11)%	10.0	8.2	1.8	22 %
Research and development expense	\$ 50.7	\$ 39.8	\$ 10.9	27 %	\$ 95.0	\$ 76.7	\$ 18.3	24 %

Research and development expense increased by \$10.9 million in the three months ended June 30, 2021 compared to the same period in 2020. The increase related primarily to higher salaries and benefits expense from additional headcount as well as higher stock-based compensation expense and third-party research and development program expenses. For both zanidatamab and ZW49 third-party program expenses, an increase in clinical trial expenses was offset by lower drug manufacturing related expenses. For the three months ended June 30, 2021, research and development expense included non-cash stock-based compensation expense of \$6.0 million comprised of \$5.8 million from equity classified awards (three months ended June 30, 2020 – \$3.3 million) and \$0.2 million from the non-cash mark-to-market revaluation of certain historical liability classified awards (three months ended June 30, 2020 – \$0.1 million recovery). Excluding stock-based compensation expense, research and development expense increased by \$8.1 million or 22% for the three months ended June 30, 2021 compared to the same period in 2020.

Research and development expense increased by \$18.3 million in the six months ended June 30, 2021 compared to the same period in 2020. The increase related primarily to higher salaries and benefits expense from additional headcount, higher stock-

based compensation expense and an increase in unallocated lab and consulting expenses. Third-party program expenses for zanidatamab and ZW49 were comparable to the same period in the prior year as an increase in clinical trial expenses was offset by lower drug manufacturing related expenses. For the six months ended June 30, 2021, research and development expense included non-cash stock-based compensation expense of \$7.8 million comprised of \$10.1 million from equity classified awards (six months ended June 30, 2020 – \$5.5 million) and a \$2.3 million recovery related to the non-cash mark-to-market revaluation of certain historical liability classified awards (six months ended June 30, 2020 - \$1.9 million recovery). Excluding stock-based compensation expense, research and development expense increased by \$14.1 million or 19% for the six months ended June 30, 2021 compared to the same period in 2020.

General and Administrative Expense

(dollars in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2021	2020	Increase/ (Decrease)	%	2021	2020	Increase/ (Decrease)	%
Salaries and benefits	\$ 6.2	\$ 4.2	\$ 2.0	48 %	\$ 12.6	\$ 8.3	\$ 4.3	52 %
Stock-based compensation expense (recovery)	6.8	3.7	3.1	84 %	(1.9)	0.7	(2.6)	(371)%
Professional fees, consulting and business insurance	4.3	2.7	1.6	59 %	7.4	6.2	1.2	19 %
Other general and administrative expenses	2.6	2.3	0.3	13 %	3.1	4.9	(1.8)	(37)%
General and administrative expense	\$ 19.9	\$ 12.9	\$ 7.0	54 %	\$ 21.2	\$ 20.1	\$ 1.1	5 %

General and administrative expense increased by \$7.0 million in the three months ended June 30, 2021 compared to the same period in 2020. The increase was primarily due to higher salaries and benefits due to additional headcount, stock-based compensation expense and professional fees. For the three months ended June 30, 2021, general and administrative expense included non-cash stock-based compensation expense of \$6.8 million comprised of \$5.3 million from equity classified awards (three months ended June 30, 2020 – \$4.0 million) and \$1.5 million from the non-cash mark-to-market revaluation of certain historical liability classified awards (three months ended June 30, 2020 – \$0.3 million recovery). Excluding stock-based compensation expense, general and administrative expense increased by \$3.9 million or 42% for the three months ended June 30, 2021 compared to the same period in 2020.

General and administrative expense increased by \$1.1 million in the six months ended June 30, 2021 compared to the same period in 2020. The increase was primarily due to higher salaries and benefits expense from additional headcount and an increase in professional fees partially offset by the decrease in net stock-based compensation expense and a sales tax refund recognized in the first quarter of 2021. For the six months ended June 30, 2021, general and administrative expense included a non-cash stock-based compensation recovery of \$1.9 million comprised of a \$9.5 million expense from equity classified awards (six months ended June 30, 2020 – \$6.5 million expense) and a \$11.4 million recovery from the non-cash mark-to-market revaluation of certain historical liability classified awards (six months ended June 30, 2020 – \$5.8 million recovery). Excluding stock-based compensation expense, general and administrative expense increased by \$3.7 million or 19% for the six months ended June 30, 2021 compared to the same period in 2020.

Other Income (Expense), net

(dollars in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2021	2020	Increase/ (Decrease)	%	2021	2020	Increase/ (Decrease)	%
Other income, net	\$ 0.9	\$ 1.3	\$ (0.4)	(31)%	\$ 1.8	\$ 6.4	\$ (4.6)	(72)%

Net other income decreased by \$0.4 million for the three months ended June 30, 2021 compared to the same period in 2020. Net other income for 2021 included \$0.6 million in interest income and \$0.4 million in net foreign exchange gain. Net other income for the three months ended June 30, 2020 included \$1.5 million of interest income, which was partially offset by a \$0.2 million net foreign exchange loss.

Net other income decreased by \$4.6 million for the six months ended June 30, 2021 compared to the same period in 2020. Net other income for 2021 included \$1.3 million in interest income and \$0.4 million in net foreign exchange gain and other

miscellaneous amounts. Net other income for the six months ended June 30, 2020 primarily included \$3.4 million of interest income and a \$3.1 million net foreign exchange gain primarily due to revaluation of stock option liabilities denominated in Canadian dollars.

Liquidity and Capital Resources

Sources of Liquidity

Since our IPO in 2017, we have funded our operations primarily through follow-on public offerings, including the issuance of pre-funded warrants, as well as from upfront fees, milestone payments, and research support payments generated from our strategic collaborations and licensing agreements.

We completed a public offering on January 27, 2020 pursuant to which we sold (i) 5,824,729 common shares (including the sale of 900,000 common shares to the underwriters upon their full exercise of their over-allotment option) and (ii) 1,075,271 pre-funded warrants in lieu of common shares. We received gross proceeds of \$320.9 million and net cash proceeds of \$300.9 million, after underwriting discounts, commissions and estimated offering expenses.

Funding Requirements

We have not generated any revenue from approved product sales to date and do not expect to do so until such time as we obtain regulatory approval and commercialize one or more of our product candidates. As we are currently in the clinical and preclinical stages of development, it will be some time before we expect to achieve this, and it is uncertain that we ever will. We expect that we will continue to increase our operating expenses in connection with ongoing clinical trials and preclinical activities and the development of product candidates in our pipeline. We expect to continue our strategic partnerships and will look for additional collaborations as well as expanded collaboration opportunities. Although it is difficult to predict our funding requirements, based on our current operating plan, we anticipate that our existing cash and cash equivalents and short-term investments combined with certain anticipated milestone payments from our collaborations will enable us to fund our operating expenses and capital expenditure requirements into the second half of 2022 and potentially beyond. We have based these estimates on assumptions and plans which may change and which could impact the magnitude and/or timing of operating expenses, capital expenditures and our cash runway. These estimates include future milestone payments which are dependent upon the successful completion of specified research and development activities by us and our collaborators and are therefore uncertain at this time. The successful development of our product candidates and the achievement of milestones by our strategic partners is uncertain, and therefore we are unable to estimate the actual funds we will require to complete the research, development and commercialization of product candidates. See Part II - Item 1A, "Risk Factors – Risks Related to Our Dependence on Third Parties – We may not realize the anticipated benefits of our strategic partnerships".

As of June 30, 2021, we had \$359.8 million in cash resources consisting of cash, cash equivalents and short-term investments.

Cash Flows

The following table represents a summary of our cash flows for the six months ended June 30, 2021 and 2020:

	Six Months Ended June 30,	
	2021	2020
	(dollars in millions)	
Net cash (used in) provided by:		
Operating activities	\$ (91.2)	\$ (87.4)
Investing activities	104.1	(124.4)
Financing activities	2.8	303.0
Effect of exchange rate changes on cash and cash equivalents	(0.6)	(0.1)
Net change in cash and cash equivalents	<u>\$ 15.1</u>	<u>\$ 91.1</u>

Operating Activities

During the six months ended June 30, 2021, cash used in operating activities was \$91.2 million compared to \$87.4 million for the same period in the prior year. The increase in net cash used in operating activities was primarily due to higher expenditures for expansion of our clinical programs and other research and development activities which were partially offset by an increase in receipts from our collaboration partners, collections under Canada's emergency wage and rent subsidy programs as well as a U.S. state sales tax refund during the six months ended June 30, 2021.

Investing Activities

Net cash provided by investing activities for the six month period ended June 30, 2021 is primarily related to net redemptions of short-term investments in marketable securities of \$106.6 million partially offset by cash outflows of \$2.4 million for the acquisition of property and equipment. Net cash used in investing activities for the six month period ended June 30, 2020 is primarily related to purchases of short and long-term investments in marketable securities. A significant portion of the proceeds from our January 2020 public offering was invested in guaranteed investment certificates (“GICs”), term deposits and commercial paper resulting in a net change in short-term and long-term investments of \$121.8 million. The remaining change was due to the acquisition of property and equipment and intangible assets.

Financing Activities

Net cash provided by financing activities for the six months ended June 30, 2021 related primarily to net proceeds of \$2.1 million from stock option exercises and \$0.8 million from the issuance of common shares in relation to our employee stock purchase plan. Net cash provided by financing activities for the six months ended June 30, 2020 included \$300.9 million relating to net proceeds from our January 2020 public offering of equity securities, \$1.8 million from stock option exercises, and \$0.4 million from the issuance of common shares in relation to our employee stock purchase plan.

Contractual Obligations and Contingent Liabilities

Lease Commitments

We lease separate office and laboratory space in Vancouver, British Columbia, with terms of each lease expiring in February 2022. We also entered into a lease on January 25, 2019 to serve as our new Vancouver, British Columbia headquarters, including both office and laboratory space. This lease commenced for accounting purposes in May 2021 and construction of leasehold improvements is in progress. This lease has an initial term of ten years, with two five-year extension options. In addition, we lease office space in Seattle, Washington for which the lease terms expire in February 2027. We also lease office equipment under capital lease agreements.

Future minimum lease payments under the non-cancellable operating leases and capital leases at June 30, 2021 are as follows:

	Payments due by period					Total
	Less Than 1 Year	1 to 2 Years	2 to 3 Years	3 to 4 Years	Thereafter	
	(dollars in thousands)					
Capital lease obligations	\$ 23	\$ 23	\$ 21	\$ 45	\$ 24	\$ 136
Operating lease obligations	3,054	5,216	5,202	5,267	23,789	42,528
Total contractual obligations	\$ 3,077	\$ 5,239	\$ 5,223	\$ 5,312	\$ 23,813	\$ 42,664

Other Commitments

We have entered into research collaboration agreements with strategic partners, in the ordinary course of operations, that may include contractual milestone payments related to the achievement of pre-specified research, development, regulatory and commercialization events and indemnification provisions, which are common in such agreements. Pursuant to the agreements, we are obligated to make research and development and regulatory milestone payments upon the occurrence of certain events and royalty payments based on net sales. The maximum amount of potential future indemnification is unlimited; however, we currently hold commercial and product liability insurance. This insurance limits our liability and may enable us to recover a portion of any future amounts paid. Historically, we have not made any indemnification payments under such agreements and we believe that the fair value of these indemnification obligations is minimal. Accordingly, we have not recognized any liabilities relating to these obligations for any period presented.

In connection with our 2016 acquisition of Kairos Therapeutics Inc. (“Kairos”), we may be required to make future payments to CDRD Ventures Inc. (“CVI”) upon the direct achievement of certain development milestones for products incorporating certain Kairos intellectual property, as well as royalty payments on the net sales of such products. For out-licensed products and technologies incorporating certain Kairos intellectual property, we may be required to pay CVI a mid-single-digit percentage of the future revenue as a result of a revenue sharing agreement. As of June 30, 2021, the development milestone payments had an estimated fair value of \$1.3 million, which has been recorded as contingent consideration within other long-term liabilities on our consolidated balance sheet (December 31, 2020: \$1.3 million). The contingent consideration was calculated using a probability weighted assessment of the likelihood the milestones would be met, a probability adjusted discount rate that reflects the stage of the development and time to complete the development. Contingent consideration is a financial liability and measured at its fair

value at each reporting period, with any changes in fair value from the previous reporting period recorded in the statement of operations and comprehensive loss.

Contingencies

From time to time, we may be subject to various legal proceedings and claims related to matters arising in the ordinary course of business. We do not believe we are currently subject to any matters where there is at least a reasonable possibility that a material loss may be incurred.

Off-Balance Sheet Arrangements

We have no material undisclosed off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our results of operations or financial condition.

Segment Reporting

We view our operations and manage our business in one segment, which is the development of next-generation multifunctional biotherapeutics.

Outstanding Share Data

As of August 2, 2021, our authorized share capital consisted of an unlimited number of common shares, each without par value, of which 46,385,729 were issued and outstanding, and an unlimited number of preferred shares, each without par value, none of which were issued and outstanding. As of August 2, 2021, we had 5,241,961 common shares issuable pursuant to 5,241,961 pre-funded warrants, 3,832,218 common shares issuable pursuant to 3,832,218 exercisable outstanding stock options and 3,785,555 common shares issuable pursuant to 3,785,555 outstanding options that were not exercisable at that date and 168,917 outstanding restricted stock units.

As of June 30, 2021, 1,232,097 common shares (2.7% of issued and outstanding shares as of that date) were available for future award grants under the Company's Amended and Restated Stock Option and Equity Compensation Plan (December 31, 2020: 1,242,038 common shares; 2.7% of issued and outstanding shares).

Item 3. Quantitative and Qualitative Disclosure About Market Risk

We are exposed to market risks in the ordinary course of our business that may affect our results of operations, cash flows and fair values of assets and liabilities, including interest rate movements, volatility in foreign currency exchange rates, and changes in economic conditions as a result of the COVID-19 pandemic. The primary market risk inherent in our financial instruments and in our financial position represents the potential loss arising from adverse changes in interest rates and exchange rates.

Interest Rate Risk

Our exposure to interest rate risk relates primarily to our cash, cash equivalent, short-term investment and long-term investment portfolio. At June 30, 2021 and December 31, 2020, we had cash, cash equivalents, short-term investments and long-term investments of \$359.8 million and \$451.6 million, respectively, consisting primarily of funds in cash, guaranteed investment certificates and term deposits. The primary objective of our investment activities is to preserve principal while also maintaining liquidity and maximizing investment returns without significantly increasing risk. We do not enter into investments for trading or speculative purposes. Due to the short-term nature of our investment portfolio, a hypothetical 10% increase or decrease in interest rates or in investment returns would not have a material effect on the fair market value of our portfolio or investment income. Our investment portfolio is primarily composed of short-term investments with maturities less than 12 months and our long-term investments in debt securities are held to maturity. Accordingly, we do not expect our operating results or cash flows to be materially affected by a sudden change in market interest rates.

Foreign Currency Exchange Risk

Our functional currency is the U.S. dollar as most of our revenues and operating expenses are denominated in U.S. dollars. We incur certain operating expenses in Canadian dollars and other foreign currencies and accordingly, are subject to foreign currency transaction risk. We do not use derivative instruments to hedge exposure to foreign currency transaction risk due to the low volume of transactions denominated in Canadian dollars and other foreign currencies. We do not anticipate that foreign currency transaction gains or losses will be significant at our current level of operations.

At June 30, 2021, our net monetary assets denominated in Canadian dollars were \$16.6 million (C\$20.7 million). We are subject to foreign currency translation risk when translating these foreign currency denominated net monetary assets to U.S. dollars for period end financial statement preparation. The fluctuation of the Canadian dollar relative to the U.S. dollar will have an impact on the reported balances for net assets, net loss and shareholders' equity in our consolidated financial statements. A hypothetical 10% increase or decrease in the value of the Canadian dollar relative to the U.S. dollar would result in a foreign exchange gain (loss) of \$1.7 million in our Condensed Consolidated Statement of Loss and Comprehensive Loss for the six months ended June 30, 2021.

Inflation Risk

Inflation generally may affect us by increasing our cost of labor and clinical trial expenses. Inflation and changing prices did not have a significant impact on our results of operations for any of the periods presented herein.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the design and operating effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports that the Company files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Any such information is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on our evaluation of our disclosure controls and procedures as of June 30, 2021, our Chief Executive Officer and our Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were, in design and operation, effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our fiscal quarter ended June 30, 2021 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

From time to time, we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. As of June 30, 2021, we are not a party to any legal proceedings that, in the opinion of our management, would reasonably be expected to have a material adverse effect on our business, financial condition, operating results or cash flows if determined adversely to us. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors

You should carefully consider the following risk factors, in addition to the other information contained in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and related notes. If any of the events described in the following risk factors occurs, our business, operating results and financial condition could be seriously harmed. This Quarterly Report on Form 10-Q also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of factors that are described below and elsewhere in this Quarterly Report on Form 10-Q.

Summary of Risk Factors

Below is a summary of the principal factors that make an investment in our common shares speculative or risky. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below under the heading “Risk Factors” and should be carefully considered, together with other information in this Form 10-Q and our other filings with the SEC, before making an investment decision regarding our common shares.

- We have a limited number of product candidates, all which are still in clinical development. If we do not obtain regulatory approval of one or more of our product candidates, or experience significant delays in doing so, our business will be materially adversely affected.
- Clinical trials are expensive, time consuming and difficult to design and implement and involve uncertain outcomes. Furthermore, the results of previous preclinical studies and clinical trials may not be predictive of future results, and the results of our current and planned clinical trials may not satisfy the requirements of the FDA or non-U.S. regulatory authorities.
- Our business has been and may continue to be adversely affected by the COVID-19 pandemic.
- Our product candidates may have undesirable side effects that may delay or prevent marketing approval or, if approval is received, require them to be taken off the market, require them to include safety warnings or otherwise limit their sales; no regulatory agency has made any determination that any of our product candidates are safe or effective for use by the general public for any indication.
- We face significant competition and if our competitors develop and market products that are more effective, safer or less expensive than our product candidates, our commercial opportunities will be negatively impacted.
- If any of our product candidates receive regulatory approval, the approved products may not achieve broad market acceptance among physicians, patients, the medical community and third-party payors, in which case revenue generated from their sales would be limited.
- Reimbursement decisions by third-party payors may have an adverse effect on pricing and market acceptance. If there is not sufficient reimbursement for our products, it is less likely that our products will be widely used.
- We may not be successful in our efforts to use and expand our therapeutic platforms to build a pipeline of product candidates.
- If any product liability lawsuits are successfully brought against us or any of our strategic partners, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.
- Security breaches, loss of data and other disruptions could compromise sensitive information related to our business or protected health information or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and our reputation.

- Current and future legislation may increase the difficulty and cost for us to commercialize any products that we or our strategic partners develop and affect the prices we may obtain.
- We have incurred significant losses since inception and anticipate that we will continue to incur losses for the foreseeable future. We have no products approved for commercial sale, and to date we have not generated any revenue or profit from product sales. We may never achieve or sustain profitability.
- We will require substantial additional funding, which may not be available to us on acceptable terms, or at all, and, if not available, may require us to delay, scale back, or cease our product development programs or operations.
- Our existing strategic partnerships are important to our business, and future strategic partnerships will likely also be important to us. If we are unable to maintain our strategic partnerships, or if these strategic partnerships are not successful, our business could be adversely affected.
- We rely on third-party manufacturers to produce our product candidates and on other third parties to store, monitor and transport bulk drug substance and drug product. We and our third-party partners may encounter difficulties with respect to these activities that could delay or impair our ability to initiate or complete our clinical trials or commercialize approved products.
- We rely on third parties to monitor, support, conduct and oversee clinical trials of the product candidates that we are developing and, in some cases, to maintain regulatory files for those product candidates. We may not be able to obtain regulatory approval for our product candidates or commercialize any products that may result from our development efforts if we are not able to maintain or secure agreements with such third parties on acceptable terms, if these third parties do not perform their services as required, or if these third parties fail to timely transfer any regulatory information held by them to us.
- We rely on third parties for various operational and administrative aspects of our business, including for certain cloud-based software platforms, which impact our financial, operational and research activities. If any of these third parties fail to provide timely, accurate and ongoing service or if the cloud-based platforms suffer outages that we are unable to mitigate, our business may be adversely affected.
- Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties.
- If we are unable to obtain, maintain and enforce patent and trade secret protection for our product candidates and related technology, our business could be materially harmed.
- We may become involved in lawsuits to protect or enforce our patents and trade secrets, which could be expensive, time consuming and unsuccessful.
- If we are unable to protect the confidentiality of our proprietary information, the value of our technology and products could be adversely affected.
- Our share price is likely to be volatile and the market price of our common shares may drop below the price paid by shareholders.
- We are governed by the corporate laws of Canada, which in some cases have a different effect on shareholders than the corporate laws of the United States.
- U.S. civil liabilities may not be enforceable against us, our directors, our officers or certain experts named in our Annual Report on Form 10-K.
- Our principal shareholders, in aggregate, could exert substantial control over us which could delay or prevent a change in corporate control or result in the entrenchment of management or the board of directors.
- Provisions in our corporate charter documents and Canadian law could make an acquisition of us, which may be beneficial to our shareholders, more difficult and may prevent attempts by our shareholders to replace or remove our current management and/or limit the market price of our common shares.

Risk Factors

Risks Related to Our Business and the Development and Commercialization of Our Product Candidates

We have a limited number of product candidates, all which are still in clinical development. If we do not obtain regulatory approval of one or more of our product candidates, or experience significant delays in doing so, our business will be materially adversely affected.

We currently have no products approved for sale or marketing in any country, and may never be able to obtain regulatory approval for any of our product candidates. As a result, we are not currently permitted to market any of our product candidates in the United States or in any other country until we obtain regulatory approval from the FDA or comparable regulatory authorities outside the United States. Our product candidates are in clinical development and we have not submitted an application, or received marketing approval, for any of our product candidates. Obtaining regulatory approval of our product candidates will depend on many factors, including:

- completing clinical trials that demonstrate the efficacy and safety of our product candidates;
- preparation and submission to the appropriate regulatory authorities of an application for marketing approval that includes substantial evidence of safety, purity and potency from results of nonclinical testing and clinical trials;
- establishing commercial manufacturing capabilities;
- a potential pre-approval audit of the nonclinical and clinical trial sites that generated the data in support of the marketing application; and
- launching commercial sales, marketing and distribution operations.

Many of these factors are wholly or partially beyond our control, including clinical advancement, the regulatory submission process and changes in the competitive landscape. If we do not achieve one or more of these factors in a timely manner, we could experience significant delays or an inability to develop our product candidates at all.

Clinical trials are expensive, time consuming and difficult to design and implement and involve uncertain outcomes. Furthermore, the results of previous preclinical studies and clinical trials may not be predictive of future results, and the results of our current and planned clinical trials may not satisfy the requirements of the FDA or comparable regulatory authorities outside the United States.

Positive or timely results from preclinical or early-stage trials do not ensure positive or timely results in late-stage clinical trials or product approval by the FDA or comparable regulatory authorities outside the United States. We will be required to demonstrate with substantial evidence through well-controlled clinical trials that our product candidates are safe and effective for use in a diverse population before we can seek regulatory approvals for their commercial sale. Our clinical trials may produce negative or inconclusive results, and we or any of our current and future strategic partners may decide, or regulators may require us, to conduct additional clinical or preclinical testing. Success in preclinical studies or early-stage clinical trials does not mean that future clinical trials or registration clinical trials will be successful because product candidates in later-stage clinical trials may fail to demonstrate sufficient safety and efficacy to the satisfaction of the FDA and comparable regulatory authorities outside the United States, despite having progressed through preclinical studies and initial clinical trials. Product candidates that have shown promising results in early clinical trials may suffer significant setbacks in subsequent clinical trials or registration clinical trials. For example, a number of companies in the pharmaceutical industry have suffered significant setbacks in late-stage clinical trials, even after obtaining promising results in earlier-stage clinical trials. Similarly, interim results of a clinical trial do not necessarily predict final results.

If clinical trials for our product candidates are prolonged, delayed or stopped, we may be unable to obtain regulatory approval and commercialize our product candidates on a timely basis, or at all, which would require us to incur additional costs and delay our receipt of any product revenue.

We are currently evaluating zanidatamab in Phase 1, 2, and registration-enabling clinical trials and ZW49 in a Phase 1 clinical trial in patients with recurrent or metastatic HER2-expressing solid tumors. We may experience delays in our ongoing or future preclinical studies or clinical trials, and we do not know whether future preclinical studies or clinical trials will begin on time,

need to be redesigned, enroll an adequate number of patients on time or be completed on schedule, if at all. The commencement or completion of these planned clinical trials could be substantially delayed or prevented by many factors, including:

- further discussions with the FDA or other regulatory agencies regarding the scope or design of our clinical trials;
- the limited number of, and competition for, suitable sites to conduct our clinical trials, many of which may already be engaged in other clinical trial programs, including some that may be for the same indication as our product candidates;
- any delay or failure to obtain approval or agreement to commence a clinical trial in any of the countries where enrollment is planned;
- inability to obtain sufficient funds required for a clinical trial;
- clinical holds on, or other regulatory objections to, a new or ongoing clinical trial;
- delay or failure to manufacture sufficient supplies of the product candidate for our clinical trials;
- delay or failure to reach agreement on acceptable clinical trial agreement terms or clinical trial protocols with prospective sites or CROs, the terms of which can be subject to extensive negotiation and may vary significantly among different sites or CROs;
- delay or failure to obtain an institutional review board (“IRB”) approval to conduct a clinical trial at a prospective site;
- slower than expected rates of patient recruitment and enrollment;
- failure of patients to complete the clinical trial;
- the inability to enroll a sufficient number of patients in studies to ensure adequate statistical power to detect statistically significant treatment effects;
- unforeseen safety issues, including severe or unexpected drug-related adverse effects experienced by patients, including possible deaths;
- lack of efficacy during clinical trials;
- termination of our clinical trials by one or more clinical trial sites;
- inability or unwillingness of patients or clinical investigators to follow our clinical trial protocols;
- inability to monitor patients adequately during or after treatment by us or our CROs;
- our CROs or clinical study sites failing to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, deviating from the protocol or dropping out of a study;
- the inability to address any noncompliance with regulatory requirements or safety concerns that arise during the course of a clinical trial;
- the need to repeat or terminate clinical trials as a result of inconclusive or negative results or unforeseen complications in testing; and
- our clinical trials may be suspended or terminated upon a breach or pursuant to the terms of any agreement with, or for any other reason by, current or future strategic partners that have responsibility for the clinical development of any of our product candidates.

Changes in regulatory requirements, policies and guidelines may also occur and we may need to significantly amend clinical trial protocols to reflect these changes with appropriate regulatory authorities. These changes may require us to renegotiate terms with CROs or resubmit clinical trial protocols to IRBs for re-examination, which may impact the costs, timing or successful completion of a clinical trial. Our clinical trials may be suspended or terminated at any time by the FDA, other regulatory authorities, the IRB overseeing the clinical trial at issue, any of our clinical trial sites with respect to that site, or us.

Any failure or significant delay in commencing or completing clinical trials for our product candidates would adversely affect our ability to obtain regulatory approval, and our commercial prospects and ability to generate product revenue will be diminished.

If we, or any of our partners, are unable to enroll patients in clinical trials, we will be unable to complete these trials on a timely basis or at all.

Patient enrollment, a significant factor in the timing of clinical trials, is affected by many factors including the size and nature of the patient population, the proximity of subjects to clinical sites, the eligibility criteria for the trial, the design of the clinical trial,

ability to obtain and maintain patient consents, risk that enrolled subjects will drop out before completion, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages of the drug being studied in relation to other available therapies, including any new drugs that may be approved for the indications we are investigating. In particular, we are developing certain of our product candidates for the treatment of rare diseases, which have limited pools of patients from which to draw for clinical testing. If we, or any of our strategic partners that perform clinical tests for our product candidates, are unable to enroll a sufficient number of patients to complete clinical testing, we will be unable to gain marketing approval for such product candidates and our business will be harmed.

In addition, the U.S. federal Right to Try Act, among other things, provides a federal framework for patients to access certain investigational new drug products that have completed a Phase 1 clinical trial. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA approval under the FDA expanded access program. While there is no obligation to make product candidates available to eligible patients as a result of the Right to Try Act, new and emerging legislation regarding expanded access to unapproved drugs could negatively impact enrollment in our clinical trials and our business in the future.

The design or our execution of clinical trials may not support regulatory approval.

The design or execution of a clinical trial can determine whether its results will support regulatory approval, and flaws in the design or execution of a clinical trial may not become apparent until the clinical trial is well advanced. In some instances, there can be significant variability in safety or efficacy results between different trials of the same product candidate due to numerous factors, including changes in trial protocols, differences in size and type of the patient populations, adherence to the dosing regimen and other trial protocols and the rate of dropout among clinical trial participants. We do not know whether any Phase 2, Phase 3 or other clinical trials we or any of our strategic partners may conduct will demonstrate consistent or adequate efficacy and safety to obtain regulatory approval to market our product candidates.

Further, the FDA and comparable foreign regulatory authorities have substantial discretion in the approval process and in determining when or whether regulatory approval will be obtained for any of our product candidates. Our product candidates may not be approved even if they achieve their primary endpoints in future Phase 3 clinical trials or registration trials. The FDA or other non-U.S. regulatory authorities may disagree with our trial design and our interpretation of data from preclinical studies and clinical trials. In addition, any of these regulatory authorities may change requirements for the approval of a product candidate even after reviewing and providing comments or advice on a protocol for a pivotal Phase 3 clinical trial that has the potential to result in FDA or other agencies' approval. In addition, any of these regulatory authorities may also approve a product candidate for fewer or more limited indications than we request or may grant approval contingent on the performance of costly post-marketing clinical trials. The FDA or other non-U.S. regulatory authorities may not approve the labeling claims that we believe would be necessary or desirable for the successful commercialization of our product candidates.

Our business has been and may continue to be adversely affected by the COVID-19 pandemic.

The COVID-19 pandemic has had a broad adverse impact on the global economy across many industries and has resulted in significant governmental measures being implemented to control the spread of the virus, including quarantines, travel restrictions and business shutdowns, as well as significant volatility in global financial markets. As a result of COVID-19, in March 2020, we transitioned our workforce to a remote working arrangement to protect the health and safety of our employees. In June 2020, we implemented a program to facilitate the phased return of employees to our lab and office facilities pursuant to enhanced health and safety protocols consistent with guidelines issued by local health authorities. Our preclinical research activities were supplemented by support from external CROs to complement the temporarily reduced capacity at our lab facilities. Certain clinical trial activities, including patient enrollment and site activations, were delayed or otherwise impacted by COVID-19.

The extent to which COVID-19 may cause more significant disruptions to our business and greater impacts to our results of operations will depend on future developments, which are highly uncertain and cannot be predicted, such as the duration of the pandemic (including future potential waves or cycles), travel restrictions and social distancing, business closures or business disruptions and the effectiveness of actions taken to contain and treat the disease and to address its impact, including on financial markets. A lack of coordinated response on risk mitigation and vaccination deployment with respect to the COVID-19 pandemic could result in significant increases to the duration and severity of the pandemic and could have a corresponding negative impact on our business. For example, with the increased availability of vaccines in North America and certain countries around the world, the rate of additional COVID-19 infections and hospitalizations has declined in certain locations, resulting in relaxed restrictions and a general reopening of the economy and travel across many jurisdictions. While these developments are promising, reduced vaccine availability or resistance to vaccination by certain persons may result in increasing infection and hospitalization rates, which could be further complicated by the emergence of more virulent or infectious variants of the virus.

If the COVID-19 pandemic worsens or continues for a prolonged period of time, particularly in regions where we or our strategic partners and suppliers do business, we could experience disruptions that could significantly impact our current and planned clinical trials, preclinical research and other business activities, including:

- disruption to and delays in preclinical research activities due to an extended closure or reduced capacity of lab facilities;
- further delays or difficulties in enrolling patients in our ongoing and planned clinical trials;
- patients discontinuing their treatment or follow-up visits;
- further delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- disruptions in supply, logistics or other activities related to the procurement of materials, which could have a negative impact on our ability to conduct preclinical research, initiate or complete our clinical trials or commercialize our product candidates;
- 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 clinical trials;
- interruption of key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel imposed or recommended by federal or state governments, employers and others;
- interruption of key business activities due to illness and/or quarantine of key individuals and delays associated with recruiting, hiring and training new temporary or permanent replacements for such key individuals, both internally and at our third-party service providers and strategic partners;
- limitations in resources that would otherwise be focused on the conduct of our business or our current or planned clinical trials or preclinical research, including because of sickness, the desire to avoid contact with large groups of people, restrictions on travel, or prolonged stay-at-home or similar working arrangements;
- delays in receiving approvals from regulatory authorities to initiate our planned clinical trials;
- changes in regulations as part of a response to the COVID-19 pandemic which may require us to change the ways in which our clinical trials are conducted and incur unexpected costs, or require us to discontinue clinical trials altogether;
- delays in necessary interactions with regulators (including the FDA), ethics committees and other important agencies and contractors due to limitations in employee resources or furlough of government or contractor personnel;
- disruptions to our strategic partners' operations, which could delay the development of our product candidates in certain geographical regions and thereby affect the timing of development and commercial milestone payments and royalties on potential future product sales we may receive; and
- limitations on our ability to recruit preclinical research, clinical, regulatory and other professional staff on the timeframe required to support our research and development programs.

In addition, COVID-19 could result in the continued significant disruption of global financial markets, reducing our ability to access capital, which could negatively affect our liquidity. COVID-19 has resulted in heightened financial market volatility that may continue, which could adversely impact the value of our common shares.

The Fast Track and Breakthrough Therapy designations we have received for zanidatamab may not result in faster development, regulatory review or approval process.

The FDA has granted two Fast Track designations to zanidatamab for the first-line treatment of patients with HER2-overexpressing GEA in combination with standard of care chemotherapy and for refractory BTC. These Fast Track designations do not ensure that we will experience a faster development, regulatory review or approval process compared to conventional FDA procedures or that we will ultimately obtain regulatory approval. Additionally, the FDA may withdraw Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program.

The FDA also granted Breakthrough Therapy designation for zanidatamab in patients with previously-treated HER2 gene-amplified BTC. The receipt of a Breakthrough Therapy designation for a product candidate may not ultimately result in a faster development process or review, and it does not in any way assure approval of a product candidate by the FDA. In addition, designation as a Breakthrough Therapy is within the discretion of the FDA and the FDA may decide to rescind a Breakthrough Therapy designation if it believes that a designated product candidate no longer meets the conditions for qualification of this program.

We have conducted, and may in the future conduct, clinical trials for existing or future product candidates in sites outside the United States, and the FDA may not accept data from trials conducted in such locations.

We have conducted, and may in the future choose to conduct, clinical trials outside the United States. Although the FDA may accept data from clinical trials conducted outside the United States, acceptance of this data is subject to certain conditions imposed by the FDA. In addition, while these clinical trials are subject to the applicable local laws, FDA acceptance of the data will be dependent upon its determination that the trials also complied with all applicable U.S. laws and regulations. There can be no assurance the FDA will accept data from trials conducted outside the United States. If the FDA does not accept the data from any clinical trials we conduct outside the United States, it would likely result in the need for additional trials, which would be costly and time-consuming and delay or halt our development of any future product candidates.

Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified product candidates from being developed, or approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA to review and clear or approve new product candidates can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's ability to perform routine functions. In addition, government funding of other government agencies 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 product candidates to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities. In response to the global COVID-19 pandemic, the FDA postponed most domestic and foreign inspections of manufacturing facilities, and regulatory authorities outside the United States adopted similar restrictions or other policy measures in response to the COVID-19 pandemic. In July 2020, the FDA announced plans to resume domestic on-site inspections in accordance with the FDA's newly developed Advisory Rating system, which will assess a state's phase of reopening and the current intensity and risk of COVID-19 infections in order to identify which regulatory activities may occur in a given geographic region. If another prolonged government shutdown occurs, or if global health concerns require the FDA or other regulatory authorities to suspend or delay their regular inspections, reviews, or other regulatory activities again, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Successful development of our current and future product candidates is uncertain and we may discontinue or reprioritize the development of any of our product candidates at any time, at our discretion.

Before obtaining regulatory approval for the commercial distribution of our product candidates, we must conduct, at our own expense, extensive preclinical tests and clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Preclinical and clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. Additionally, the results from nonclinical testing or early clinical trials of a product candidate may not predict the results that will be obtained in subsequent human clinical trials of that product candidate or any other product candidate. There is a high failure rate for drugs proceeding through clinical studies. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in clinical development even after achieving promising results in earlier studies, and any such setbacks in any future clinical development could have a material adverse effect on our business and operating results. Alternatively, management may elect to discontinue development of certain product candidates to accommodate a shift in corporate strategy, despite positive clinical results. Based on our operating results and business strategy, among other factors, we may discontinue the development of any of our product candidates under development or reprioritize our focus on other product candidates at any time and at our discretion.

Our product candidates may have undesirable side effects that may delay or prevent marketing approval or, if approval is received, require them to be taken off the market, require them to include safety warnings or otherwise limit their sales; no regulatory agency has made any determination that any of our product candidates are safe or effective for use by the general public for any indication.

All of our product candidates are still in preclinical or clinical development. Additionally, all of our product candidates are required to undergo ongoing safety testing in humans as part of clinical trials. Consequently, not all adverse effects of drugs can be predicted or anticipated. Unforeseen side effects from any of our product candidates could arise either during clinical

development or, if approved by regulatory authorities, after the approved product has been marketed. Zanidatamab and ZW49 continue to be evaluated in clinical trials, and the results of these and future clinical trials may show that zanidatamab, ZW49 or our other product candidates cause undesirable or unacceptable side effects, which could interrupt, delay or halt clinical trials, and result in delay of, or failure to obtain, marketing approval from the FDA and other regulatory authorities, or result in marketing approval from the FDA and other regulatory authorities with restrictive label warnings, limited patient populations or potential product liability claims. Even if we believe that our clinical trials and preclinical studies demonstrate the safety and efficacy of our product candidates, only the FDA and other comparable regulatory agencies may ultimately make such determination. No regulatory agency has made any such determination that any of our product candidates are safe or effective for use by the general public for any indication.

If any of our product candidates receive marketing approval and we or others later identify undesirable or unacceptable side effects caused by such products:

- regulatory authorities may require us to take our approved product off the market;
- regulatory authorities may require the addition of labeling statements, specific warnings, a contraindication or field alerts to physicians and pharmacies, or impose a risk evaluation and mitigation strategy that includes restrictions and conditions on product distribution, prescribing and/or dispensing;
- we may be required to change the way the product is administered, conduct additional clinical trials or change the labeling of the product;
- we may be subject to limitations on how we may promote the product;
- sales of the product may decrease significantly;
- we may be subject to litigation or product liability claims; and
- our reputation may suffer.

Any of these events could prevent us or our current or future strategic partners from achieving or maintaining market acceptance of the affected product or could substantially increase commercialization costs and expenses, which in turn could delay or prevent us from generating revenue from the sale of any future products.

We face significant competition and if our competitors develop and market products that are more effective, safer or less expensive than our product candidates, our commercial opportunities will be negatively impacted.

The life sciences industry is highly competitive and subject to rapid and significant technological change. We are currently developing biotherapeutics that will compete with other drugs and therapies that currently exist or are being developed. Products we may develop in the future are also likely to face competition from other drugs and therapies, some of which we may not currently be aware. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, universities and other research institutions. Many of our competitors have significantly greater financial, manufacturing, marketing, drug development, technical and human resources than we do. Large pharmaceutical companies, in particular, have extensive experience in clinical testing, obtaining regulatory approvals, recruiting patients and in manufacturing pharmaceutical products. These companies also have significantly greater research and marketing capabilities than we do and may also have products that have been approved or are in late stages of development and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel compounds or to in-license novel compounds that could make the product candidates that we develop obsolete. As a result of all of these factors, our competitors may succeed in obtaining patent protection or FDA approval or discovering, developing and commercializing products in our field before we do.

Specifically, there are a large number of companies developing or marketing treatments for cancer and autoimmune disorders, including many major pharmaceutical and biotechnology companies. These treatments consist both of small-molecule drug products, as well as biologics that work by using next-generation antibody therapeutic platforms to address specific cancer targets. These companies include MacroGenics, Inc., AstraZeneca PLC/Daiichi Sankyo, Roche AG, Seagen, Inc. and others.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, more convenient or less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for our product candidates, which could result in our competitors establishing a strong market position before we are able to enter the market.

Smaller and other early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. In addition, the biopharmaceutical industry is characterized by rapid technological change. If we fail to stay at the forefront of technological change, we may be unable to compete effectively. Technological advances or products developed by our competitors may render our technologies or product candidates obsolete, less competitive or not economical.

In addition, we expect to compete with biosimilar versions of already approved products like trastuzumab or pertuzumab, and even if our product candidates achieve marketing approval, they may be challenged to achieve a price premium over competitive biosimilar products and will compete for market share with them.

The Biologics Price Competition and Innovation Act of 2009, which is included in the Patient Protection and Affordable Care Act (the “PPACA”), authorized the FDA to approve similar versions of innovative biologics, commonly known as biosimilars. Under the PPACA, a manufacturer may submit an application for licensure of a biologic product that is “biosimilar to” or “interchangeable with” a previously approved biologic product or “reference product.” Manufacturers may not submit an application for a biosimilar to the FDA until four years following approval of the reference product, and the FDA may not approve a biosimilar product until 12 years from the date on which the reference product was approved. Even if our product candidates, if approved, are deemed to be reference products eligible for exclusivity, another company could market a competing version of that product if the FDA approves a full BLA for such product containing the sponsor’s own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of their product. Additionally, from time to time, there are proposals to repeal or modify the PPACA, including proposals that could significantly shorten the exclusivity period for biologics.

If any of our product candidates receive regulatory approval, the approved products may not achieve broad market acceptance among physicians, patients, the medical community and third-party payors, in which case revenue generated from their sales would be limited.

The commercial success of our product candidates will depend upon their acceptance among physicians, patients and the medical community. The degree of market acceptance of our product candidates will depend on a number of factors, including:

- limitations or warnings contained in the approved labeling for a product candidate;
- changes in the standard of care for the targeted indications for any of our product candidates;
- limitations in the approved clinical indications for our product candidates;
- demonstrated clinical safety and efficacy compared to other products;
- sales, marketing and distribution support;
- availability of coverage and extent of reimbursement from managed care plans and other third-party payors;
- timing of market introduction and perceived effectiveness of competitive products;
- the degree of cost-effectiveness of our product candidates;
- availability of alternative therapies at similar or lower cost, including generic, biosimilar and over-the-counter products;
- the extent to which the product candidate is approved for inclusion on formularies of hospitals and managed care organizations;
- whether the product is designated under physician treatment guidelines as a first-line therapy or as a second- or third-line therapy for particular diseases;
- whether the product can be used effectively with other therapies to achieve higher response rates;
- adverse publicity about our product candidates or favorable publicity about competitive products;
- convenience and ease of administration of our products; and
- potential product liability claims.

If any of our product candidates are approved, but do not achieve an adequate level of acceptance by physicians, patients and the medical community, we may not generate sufficient revenue from these products, and we may not become or remain profitable. In

addition, efforts to educate the medical community and third-party payors on the benefits of our product candidates may require significant resources and may never be successful.

We may be unable to obtain orphan drug exclusivity in specific indications for zanidatamab or in future product candidates that we may develop. If our competitors are able to obtain orphan product exclusivity for their products in specific indications, we may not be able to have competing products approved in those indications by the applicable regulatory authority for a significant period of time.

The FDA has granted Orphan Drug Designation to zanidatamab for the treatment of BTC, GEA and ovarian cancer, the European Medicines Agency (“EMA”) has granted Orphan Drug Designation to zanidatamab for the treatment of gastric cancer, and we may seek Orphan Drug Designation for additional indications in the future. Orphan Drug Designation neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process.

Generally, if a product candidate with an Orphan Drug Designation subsequently receives the first marketing approval for the indication for which it has such designation, the product is entitled to a period of marketing exclusivity, which precludes the EMA or the FDA from approving another marketing application for the same drug for the same indication for that time period. The applicable period is seven years in the United States and ten years in Europe. The European exclusivity period can be reduced to six years if a product no longer meets the criteria for Orphan Drug Designation or if the product is sufficiently profitable so that market exclusivity is no longer justified. Orphan drug exclusivity may be lost if the FDA or EMA determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantity of the product to meet the needs of patients with the rare disease or condition. The loss of Orphan Drug Designation could have a negative effect on our ability to successfully commercialize our product candidates, earn revenues and achieve profitability.

Even if we obtain orphan drug exclusivity for zanidatamab, or for any other product candidates that receive an Orphan Drug Designation in the future, that exclusivity may not effectively protect the product from competition because different drugs with different active moieties can be approved for the same condition. Further, in the United States, even after an orphan drug is approved, the FDA can subsequently approve the same drug for the same condition submitted by a competitor if the FDA concludes that the later drug is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care.

Even if we obtain FDA approval of any of our product candidates, we may never obtain approval or commercialize such products outside of the United States, which would limit our ability to realize their full market potential.

In order to market any products outside of the United States, we must establish and comply with numerous and varying regulatory requirements of other countries regarding safety and efficacy. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Approval procedures vary among countries and can involve additional product testing and validation and additional administrative review periods. Seeking foreign regulatory approvals could result in significant delays, difficulties and costs for us and may require additional preclinical studies or clinical trials, which would be costly and time consuming. Regulatory requirements can vary widely from country to country and region to region and could delay or prevent the introduction of our products in those countries. Satisfying these and other regulatory requirements is costly, time consuming, uncertain and subject to unanticipated delays. In addition, our failure to obtain regulatory approval in any country may delay or have negative effects on the process for regulatory approval in other countries. We do not have any product candidates approved for sale in any jurisdiction, including international markets, and we do not have experience in obtaining regulatory approval in international markets. If we fail to comply with regulatory requirements in international markets or to obtain and maintain required approvals, our target market will be reduced and our ability to realize the full market potential of our products will be harmed.

Reimbursement decisions by third-party payors may have an adverse effect on pricing and market acceptance. If there is not sufficient reimbursement for our products, it is less likely that our products will be widely used.

Even if our product candidates are approved for sale by the appropriate regulatory authorities, market acceptance and sales of these products will depend on reimbursement policies and may be affected by future healthcare reform measures. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which drugs they will reimburse and establish payment levels. We cannot be certain that reimbursement will be available for any products that we

develop. If reimbursement is not available or is available on a limited basis, we may not be able to successfully commercialize any of our approved products.

In the United States, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, also called the Medicare Modernization Act (“MMA”), changed the way Medicare covers and pays for pharmaceutical products. The legislation established Medicare Part D, which expanded Medicare coverage for outpatient prescription drug purchases by the elderly but provided authority for limiting the number of drugs that will be covered in any therapeutic class. The MMA also introduced a new reimbursement methodology based on average sales prices for physician-administered drugs. We expect to experience pricing pressures in connection with the sale of any products that we develop, due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative proposals.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA, EMA or other regulatory authorities. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution expenses. Interim reimbursement levels for new drugs, if applicable, may also be insufficient to cover our and any collaborator’s costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that currently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Our or any collaborator’s inability to promptly obtain coverage and profitable payment rates from both government-funded and private payors for any approved products that we or our strategic partners develop could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize product candidates and our overall financial condition.

If the market opportunities for any product that we or our strategic partners develop are smaller than we believe they are, our revenue may be adversely affected and our business may suffer.

We intend to initially focus our independent product candidate development on treatments for oncology. Our projections of addressable patient populations that have the potential to benefit from treatment with our product candidates are based on estimates. If our projections are inaccurate, the market opportunities for any of our product candidates could be significantly diminished and have an adverse material impact on our business.

We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.

Because we have limited financial and managerial resources, we focus on research programs, therapeutic platforms and product candidates that we identify for specific indications. As a result, we may forego or delay pursuit of opportunities with other therapeutic platforms or product candidates or for other indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs, therapeutic platforms and product candidates for specific indications may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights.

We may not be successful in our efforts to use and expand our therapeutic platforms to build a pipeline of product candidates.

A key element of our strategy is to use and expand our therapeutic platforms to build a pipeline of product candidates and progress these product candidates through clinical development for the treatment of a variety of diseases. Although our research and development efforts to date have resulted in a pipeline of product candidates directed at various cancers, we may not be able to develop product candidates that are safe and effective. In addition, although we expect that our therapeutic platforms will allow us to develop further product candidates, they may not prove to be successful at doing so. Even if we are successful in continuing to build our pipeline, the potential product candidates that we identify may not be suitable for clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to be products that will receive marketing approval and achieve market acceptance. If we do not continue to successfully develop and begin to commercialize product candidates, we will face difficulty in obtaining product revenue in future periods, which could result in significant harm to our financial position and adversely affect our share price.

Even if we receive regulatory approval to commercialize any of the product candidates that we develop, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense.

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 subject to certain conditions of approval, and may contain requirements for potentially costly post-approval trials, including Phase 4 clinical trials, and surveillance to monitor the safety and efficacy of the marketed product.

For any approved product, we will be subject to ongoing regulatory obligations and extensive oversight by regulatory authorities, including with respect to manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for the product. These requirements include submissions of safety and other post-approval information and reports, as well as continued compliance with current good manufacturing practices (“cGMP”) and current good clinical practice (“cGCP”), for any clinical trials that we or our strategic partners conduct after approval. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product;
- 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, EMA or another applicable regulatory authority to approve pending applications or supplements to approved applications filed by us or our strategic partners, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products; and
- injunctions or the imposition of civil or criminal penalties.

Occurrence of any of the foregoing could have a material and adverse effect on our business and results of operations. Further, the FDA’s or other ex-U.S. regulators’ policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. 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, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

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

We face an inherent risk of product liability lawsuits related to the testing of our product candidates in seriously ill patients, and will face an even greater risk if product candidates are approved by regulatory authorities and introduced commercially. Product liability claims may be brought against us or our strategic partners by participants enrolled in our clinical trials, patients, health care providers or others using, administering or selling any of our future approved products. If we cannot successfully defend ourselves against any such claims, we may incur substantial liabilities. Regardless of their merit or eventual outcome, liability claims may result in:

- decreased demand for any future approved products;
- injury to our reputation;
- withdrawal of clinical trial participants;
- termination of clinical trial sites or entire trial programs;
- increased regulatory scrutiny;
- significant litigation costs;
- substantial monetary awards to, or costly settlement with, patients or other claimants;
- product recalls or a change in the indications for which they may be used;
- loss of revenue;

- diversion of management and scientific resources from our business operations; and
- the inability to commercialize our product candidates.

We may need to have in place increased product liability coverage when we begin the commercialization of our product candidates. Insurance coverage is becoming increasingly expensive. As a result, we may be unable to maintain or obtain sufficient insurance at a reasonable cost to protect us against losses that could have a material adverse effect on our business. A successful product liability claim or series of claims brought against us, particularly if judgments exceed any insurance coverage we may have, could decrease our cash resources and adversely affect our business, financial condition and results of operation.

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

As product candidates are developed through preclinical to late-stage clinical trials towards 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 altered materials. This 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, or our strategic partners' ability, to commence product sales and generate revenue.

Strategic transactions, such as acquisitions or joint ventures, could disrupt our business, cause dilution to our shareholders and otherwise harm our business.

We actively evaluate various strategic transactions on an ongoing basis. For example, we may acquire other businesses, products or technologies as well as pursue strategic alliances, joint ventures, investments in complementary businesses, out-licensing agreements or other transactions. Any of these transactions could be material to our financial condition and operating results and expose us to many risks, including:

- disruption in our relationships with existing strategic partners or suppliers as a result of such a transaction;
- unanticipated liabilities related to acquired companies;
- difficulties integrating acquired personnel, technologies and operations into our existing business;
- retention of key employees;
- diversion of management time and focus from operating our business to management of strategic alliances or joint ventures or acquisition integration challenges;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and marketing approvals;
- increases in our expenses and reductions in our cash available for operations and other uses; and
- possible write-offs or impairment charges relating to acquired businesses.

Also, the anticipated benefit of any strategic alliance, joint venture or acquisition may not materialize or such strategic alliance, joint venture or acquisition may be prohibited. Additionally, future acquisitions or dispositions could result in potentially dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities or amortization expenses or write-offs of goodwill, any of which could harm our financial condition. We cannot predict the number, timing or size of future joint ventures or acquisitions, or the effect that any such transactions might have on our operating results.

Foreign governments tend to impose strict price controls, which may adversely affect our future profitability.

In most foreign countries, particularly in those in the European Union ("EU"), prescription drug pricing and reimbursement is subject to governmental control. In those countries that impose price controls, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we or our strategic partners may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidates to other available therapies.

Some countries require approval of the sale price of a drug before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. In some foreign markets, prescription pharmaceutical pricing

remains subject to continuing governmental control even after initial approval is granted. As a result, we or our strategic partners might obtain marketing approval for a product candidate in a particular country, but then be subject to price regulations that delay commercial launch of the product candidate, possibly for lengthy time periods, and negatively impact the revenue that is generated from the sale of the product in that country. If reimbursement of such product candidates is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, or if there is competition from lower priced cross-border sales, our profitability will be negatively affected.

Security breaches, loss of data and other disruptions could compromise sensitive information related to our business or protected health information or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and our reputation.

In the ordinary course of our business, we collect and store petabytes of sensitive data, including legally protected health information, personally identifiable information, intellectual property and proprietary business information owned or controlled by ourselves or our strategic partners. We manage and maintain our applications and data by utilizing a combination of on-site systems, managed data center systems and cloud-based data center systems. These applications and data encompass a wide variety of business-critical information, including research and development information, commercial information and business and financial information. We face four primary risks relative to protecting this critical information: loss of access risk, inappropriate disclosure risk, inappropriate modification risk and the risk of being unable to adequately monitor our controls over the first three risks.

Although we take measures to protect sensitive information from unauthorized access or disclosure, our information technology and infrastructure and that of any third-party provider we may utilize may be vulnerable to attacks by hackers or viruses or breached due to employee error, malfeasance or other disruptions. Any such breach or interruption could compromise our networks and the information stored there could be accessed by unauthorized parties, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, such as the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulatory penalties. Although we have implemented security measures and a formal enterprise security program to prevent unauthorized access to sensitive data, there is no guarantee that we can protect our systems from breach. Unauthorized access, loss or dissemination could also disrupt our operations (including our ability to conduct our analyses, pay providers, conduct research and development activities, collect, process and prepare company financial information, provide information about any future products, and manage the administrative aspects of our business) and damage our reputation, any of which could adversely affect our business.

HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and its implementing regulations, impose certain requirements relating to the privacy, security, transmission and breach reporting of individually identifiable health information upon entities subject to the law, such as health plans, healthcare clearinghouses and healthcare providers and their respective business associates that perform services for them that involve individually identifiable health information. Mandatory penalties for HIPAA violations can be significant, and criminal and monetary penalties, as well as injunctive relief, may be imposed for HIPAA violations. Although drug manufacturers are not directly subject to HIPAA, prosecutors are increasingly using HIPAA-related theories of liability against drug manufacturers and their agents and we also could be subject to criminal penalties if we knowingly obtain individually identifiable health information from a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA.

Furthermore, in the event of a breach as defined by HIPAA, HIPAA regulations impose specific reporting requirements to regulators, individuals impacted by the breach and the media. Issuing such notifications can be costly, time and resource intensive, and can generate significant negative publicity. Breaches of HIPAA may also constitute contractual violations that could lead to contractual damages or terminations. In addition, U.S. states have enacted and are considering enacting laws relating to the protection of patient health and other data, which may be more rigorous than, or impose additional requirements beyond those required by, HIPAA. For example, the California Consumer Privacy Act (“CCPA”), which became effective on January 1, 2020, gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing and receive detailed information about how their personal information is used by requiring covered companies to provide new disclosures to California consumers (as that term is broadly defined) and provide such consumers new ways to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations as well as a limited private right of action for data breaches, which may increase the volume of data breach litigation. Moreover, California voters approved the California Privacy Rights Act (“CPRA”) in November 2020. The CPRA significantly modifies the CCPA, creating obligations relating to consumer data beginning on January 1, 2022, with implementing regulations expected on or before July 1, 2022, and enforcement beginning July 1, 2023. While limited CCPA exemptions may apply to portions of our business, the recency of the CCPA’s implementing regulations and the California Attorney General’s enforcement activity means our

obligations under the CCPA, as modified by the CPRA, could evolve in the future, which may increase our compliance costs and potential liability. Many similar privacy laws have been proposed at the federal level and in other states, certain of which have been enacted, including such laws in Colorado and Virginia. These or other proposed or enacted laws relating to privacy could similarly increase our compliance obligations and costs in the future.

We may also become subject to laws and regulations in non-U.S. countries covering data privacy and the protection of health-related and other personal information. In particular, the European Economic Area (“EEA”) has adopted data protection laws and regulations that impose significant compliance obligations. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure, processing and security of personal information that identifies or may be used to identify an individual, such as names, contact information, and sensitive personal data such as health data. These laws and regulations are subject to frequent revisions and differing interpretations, and have generally become more stringent over time.

The General Data Protection Regulation 2016/679 (“GDPR”) applies to the processing of personal data in the EEA. The GDPR imposes many requirements for controllers and processors of personal data, including, for example, higher standards for obtaining consent from individuals to process their personal data, more robust disclosures to individuals and a strengthened individual data rights regime, shortened timelines for data breach notifications, limitations on retention and secondary use of information, increased requirements pertaining to health data and pseudonymized (i.e., key-coded) data and additional obligations when contracting third-party processors in connection with the processing of the personal data. The GDPR allows EEA countries to make additional laws and regulations further limiting the processing of genetic, biometric or health data. Failure to comply with the requirements of the GDPR and the applicable national data protection laws of EEA countries may result in fines of up to €20,000,000 or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher, and other administrative penalties; we may also be liable should any individual who has suffered financial or non-financial damage arising from our infringement of the GDPR exercise their right to receive compensation against us. Furthermore, adverse publicity relating to our failure to comply with the GDPR could cause a loss of goodwill, which could have an adverse effect on our reputation, brand, business and financial condition.

On July 16, 2020, the Court of Justice of the European Union (“CJEU”) invalidated the European Union-U.S. Privacy Shield (“Privacy Shield”) as a data transfer mechanism for transferring personal data from the EEA to the United States. Therefore, the Privacy Shield no longer qualifies as an appropriate safeguard for transfers of personal data from the EEA to the United States, and any transfers made on the basis of the Privacy Shield could attract regulatory scrutiny and penalties for non-compliance. While the Standard Contractual Clauses remain a valid mechanism to transfer personal data to third countries outside the EEA, the CJEU’s ruling has also imposed enhanced due diligence obligations on data exporters and importers to ensure that the laws of the country to which the personal data is transferred offer a level of data protection that is essentially equivalent to the EEA. The European Commission released a draft of revised standard contractual clauses (“SCCs”) addressing the CJEU concerns in November 2020, and on June 4, 2021, published new SCCs. Although we do not transfer personal data from the EEA to the United States via the Privacy Shield, the CJEU’s decision means that the status of transfers of personal data from the EEA to the United States is subject to significant regulatory uncertainty. To the extent we transfer personal data from the EEA to the United States, we may not be able to implement or maintain an appropriate data transfer mechanism to continue such international transfers of data. Additionally, the CJEU’s invalidation of the Privacy Shield, the revised SCCs, regulatory guidance and opinions, and other developments relating to cross-border data transfer may require us to implement additional contractual and technical safeguards for any personal data transferred out of the EEA, which may increase compliance costs, lead to increased regulatory scrutiny or liability, and may require additional contractual negotiations, which may adversely impact our business, financial condition, and operating results.

Separate from, and in addition to, the GDPR requirements, certification requirements for the hosting of health data will vary by jurisdiction. To the extent we operate in various EEA countries, there might be other national healthcare regulations or regulatory requirements with which we will be required to comply. For example, France requires hosts of health data to obtain a prior certification with the competent certification body.

The interpretation and application of consumer, health-related and data protection laws in the United States, the EEA, and elsewhere are often uncertain, contradictory and in flux. Any failure or perceived failure to comply with federal, state or foreign laws or regulations, contractual or other legal obligations related to data privacy or data protection may result in claims, warnings, communications, requests or investigations from individuals, supervisory authorities or other legal or regulatory authorities in relation to our processing of personal data. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our practices. If so, this could result in government-imposed fines or orders requiring that we change our practices, which could adversely affect our business. In addition, these privacy regulations vary between states, may differ from country to country, and may vary based on whether testing is performed in the United States or in the local country. Complying with these various laws could cause us to incur substantial costs or require us to change our business practices and compliance procedures in a manner adverse to our business.

Furthermore, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on other third parties for the manufacture of our product candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business.

In addition, as a result of the COVID-19 pandemic, we may face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities.

Current and future legislation may increase the difficulty and cost for us to commercialize any products that we or our strategic partners develop and affect the prices we may obtain.

The United States and some foreign jurisdictions are considering or have enacted a number of legislative and regulatory proposals to change healthcare systems in ways that could affect our ability to sell any of our product candidates profitably, if such product candidates are approved for sale. Among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

In March 2010, the PPACA became law in the United States. The PPACA may affect the operational results of companies in the pharmaceutical industry, including us, by imposing on them additional costs. For example, effective January 1, 2010, PPACA increased the minimum Medicaid drug rebates for pharmaceutical companies and imposed an annual fee on certain branded prescription drugs and biologics. Since the enactment of PPACA, there have been executive, judicial and Congressional challenges to certain aspects of the PPACA, including judicial challenges in the Fifth Circuit Court and the United States Supreme Court. In June 2021, the United States Supreme Court held that Texas and other challengers had no legal standing to challenge the PPACA, dismissing the case without specifically ruling on the constitutionality of the PPACA. Accordingly, the PPACA remains in effect in its current form. It is unclear how this Supreme Court decision, future litigation, or healthcare measures promulgated by the Biden administration will impact our business, financial condition and results of operations. Complying with any new legislation or changes in healthcare regulation could be time-intensive and expensive, resulting in a material adverse effect on our business.

Other legislative changes have been proposed and adopted since the PPACA was enacted. For example, the Bipartisan Budget Act of 2018, among other things, amended the PPACA, effective January 1, 2019, to close the coverage gap in most Medicare drug plans. The Budget Control Act of 2011, which calls for aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, began in 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2030, with the exception of a temporary suspension implemented under various COVID-19 relief legislation from May 1, 2020 through the end of 2021, unless additional Congressional action is taken. The American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These laws may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on potential customers for our product candidates, if approved, and, accordingly, our future financial operations. We are unable to predict the future course of federal or state health care legislation or foreign regulations relating to the marketing, pricing and reimbursement of pharmaceutical products.

There have been several recent U.S. Congressional inquiries and proposed 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. For example, in September 2020, the FDA issued a final rule that sets up a legal framework for allowing the importation of certain prescription drugs from Canada, and the Centers for Medicare & Medicaid Services issued guidance that addresses the treatment of certain imported drugs under the Medicaid Drug Rebate Program. In November 2020, under the Trump administration, the U.S. Department of Health and Human Services (“HHS”) announced regulations tying certain Medicare Part B drug prices to international drug prices, modifying the federal Anti-Kickback Statute (“AKS”) safe harbors for pharmaceutical benefit managers and Medicare Part D plans, and making further changes to the rules implementing the Stark Law, other AKS safe harbors and the beneficiary inducements provision in the civil monetary penalties law. In January 2021, HHS agreed to delay implementation of the changes relating to manufacturer rebates on Medicaid Part D plans until January 2023. Multiple lawsuits have been brought against the HHS challenging various aspects of the rules implemented during the Trump administration. The Biden administration implemented a regulatory rule freeze for all federal agency rules that had not gone into effect as of January 20, 2021. The impact of these lawsuits as well as legislative, executive, and administrative actions of the Biden administration on us and the pharmaceutical industry as a whole is currently unknown. Under the American Rescue Plan Act of 2021, effective January 1, 2024, the statutory cap on Medicaid Drug Rebate Program rebates that manufacturers pay to state Medicaid programs

will be eliminated. Elimination of this cap may require pharmaceutical manufacturers to pay more in rebates than it receives on the sale of products, which could have a material impact on our business.

Further, many states have proposed or enacted legislation that seeks to indirectly or directly regulate pharmaceutical drug pricing, such as by requiring biopharmaceutical manufacturers to publicly report proprietary pricing information or to place a maximum price ceiling on pharmaceutical products purchased by state agencies. Both the U.S. Congress and state legislatures are considering and have proposed various bills that would reform drug purchasing and price negotiations, allow greater use of utilization management tools to limit Medicare Part D coverage, facilitate the import of lower-priced drugs from outside the United States and encourage the use of generic drugs. Such initiatives and legislation may 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, if approved, is prescribed or used.

Also, there has been heightened governmental scrutiny recently over the manner in which drug manufacturers set prices for their marketed products, which have resulted in several Congressional inquiries and proposed bills designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. It is unclear whether any of these proposed bills will be signed into law, and if enacted, what effect these or other legislative measures would have on our business.

In the EU similar political, economic and regulatory developments may affect our ability to profitably commercialize any future products. In addition to continuing pressure on prices and cost containment measures, legislative developments at the EU or member state level may result in significant additional requirements or obstacles that may increase our operating costs. In international markets, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies. Our future products, if any, might not be considered medically reasonable and necessary for a specific indication or cost-effective by third-party payors, an adequate level of reimbursement might not be available for such products, and third-party payors' reimbursement policies might adversely affect our or our strategic partners' ability to sell any future products profitably.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether the FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by the U.S. Congress of the FDA's approval process may significantly delay or prevent marketing approval, as well as subject us to more stringent product labeling and post-approval testing and other requirements.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or elsewhere. If we or our strategic partners are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or our strategic partners are not able to maintain regulatory compliance, our product candidates may lose any marketing approval that may have been obtained and we may not achieve or sustain profitability, which would adversely affect our business.

Our business may become subject to economic, political, regulatory and other risks associated with international operations.

Our business is subject to risks associated with conducting business internationally. Some of our suppliers and collaborative and clinical trial relationships are located outside the United States. Accordingly, our future results could be harmed by a variety of factors, including:

- economic instability or weakness, including inflation, reduced growth, diminished credit availability, weakened consumer confidence or increased unemployment;
- sociopolitical instability in particular foreign economies and markets;
- differing regulatory requirements for drug approvals in foreign countries;
- potentially reduced protection for intellectual property rights;
- difficulties in compliance with non-U.S. laws and regulations;
- changes in non-U.S. regulations and customs, tariffs and trade barriers, including any changes that China may impose as a result of political tensions between Canada and China or the United States and China;
- regulatory changes and economic conditions following the United Kingdom's withdrawal from the EU and uncertainty related to the terms of the withdrawal;

- changes in non-U.S. currency exchange rates and currency controls;
- trade protection measures, import or export licensing requirements or other restrictive actions by U.S. or non-U.S. governments;
- differing reimbursement regimes, including price controls;
- negative consequences from changes in tax laws;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad;
- business interruptions resulting from geopolitical actions, including war and terrorism, or natural disasters including earthquakes, typhoons, floods and fires; and
- supply and other disruptions resulting from the impact of public health epidemics, including the COVID-19 pandemic, on our strategic partners, third-party manufacturers, suppliers and other third parties upon which we rely.

Our business and current and future relationships with customers and third-party payors in the United States and elsewhere will be subject, directly or indirectly, to applicable federal and state anti-kickback, fraud and abuse, false claims, transparency, health information privacy and security and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm, administrative burdens, and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors in the United States and elsewhere play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval.

Our current and future arrangements with healthcare professionals, principal investigators, consultants, customers, and third-party payors and other entities may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations, including the federal Anti-Kickback Statute and the federal False Claims Act, that may constrain the business or financial arrangements and relationships through which we conduct clinical research on product candidates and market, sell and distribute any products for which we obtain marketing approval. In addition, we may be subject to transparency laws and patient privacy regulation by the federal government and by the U.S. states and foreign jurisdictions in which we conduct our business. The applicable federal, state and foreign healthcare laws and regulations that may affect our ability to operate include the following:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration (including any kickback, bribe or rebate), directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid;
- federal civil and criminal false claims laws and civil monetary penalty laws, including the federal False Claims Act, impose criminal or civil penalties, as applicable, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government (including the Medicare and Medicaid programs) or other third-party payor claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government;
- HIPAA established the federal offense of health care fraud, which among other things, imposes criminal liability for knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or to 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;
- HIPAA, as amended by HITECH, and its implementing regulations, which imposes certain obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information without the appropriate authorization by entities subject to the law, such as health plans, healthcare clearinghouses and healthcare providers and their respective business associates;
- the federal Open Payments program under the Physician Payments Sunshine Act, created under Section 6002 of the PPACA and its implementing regulations, requires applicable group purchasing organizations and manufacturers of

drugs, devices, biologics 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 HHS information related to "payments or other transfers of value" made in the previous year to covered recipients, including physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors and, effective for data reported in 2022, expanded to include nurse practitioners, physician assistants, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified nurse-midwives) and teaching hospitals, including ownership and investment interests held by physicians (as defined above) or their immediate family members; and

- analogous state and foreign laws and regulations, including: state anti-kickback and false claims laws that may apply to our business practices (including research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by state governmental and non-governmental third-party payors, including private insurers); state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the applicable compliance guidance promulgated by the federal government; state laws that require drug manufacturers to track gifts and other remuneration and items of value provided to healthcare professionals and entities and file reports relating to pricing and marketing information; and state and foreign laws that govern the privacy and security of health information in specified circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Because of the breadth of these laws and the narrowness of any available statutory exceptions and safe harbors, it is possible that some of our current and future business activities could be subject to challenge under one or more of such laws.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations may involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, including damages, fines, imprisonment, exclusion from participation in government healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws and the curtailment or restructuring of our operations, which could have a material adverse effect on our business. If any of the physicians or other providers or entities with whom we expect to do business, including our strategic partners, is found not to be in compliance with applicable laws, it may be subject to criminal, civil or administrative sanctions, including exclusions from participation in government healthcare programs, which could also materially affect our business.

We are subject to U.S. and certain foreign export and import controls, sanctions, embargoes, anti-corruption laws, and anti-money laundering laws and regulations. Compliance with these legal standards could impair our ability to compete in domestic and international markets. We can face criminal liability and other serious consequences for violations that can harm our business.

We are subject to export control and import laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the United Kingdom Bribery Act 2010, the Proceeds of Crime Act 2002, and other state and national anti-bribery and anti-money laundering laws in the countries in which we conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, contractors, and other partners from authorizing, promising, offering, or providing, directly or indirectly, improper payments or anything else of value to recipients in the public or private sector. We currently engage third parties for clinical trials outside of the United States and we may in the future engage third parties to sell our products abroad once we enter a commercialization phase, or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals. We may have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We can be held liable for the corrupt or other illegal activities of our employees, agents, contractors, and other partners, even if we do not explicitly authorize or have actual knowledge of such activities. Any violation of the laws and regulations described above may result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences.

Risks Related to Our Financial Position and Need for Additional Capital

We have incurred significant losses since inception and anticipate that we will continue to incur losses for the foreseeable future. We have no products approved for commercial sale, and to date we have not generated any revenue or profit from product sales. We may never achieve or sustain profitability.

We are a clinical-stage biopharmaceutical company. We have incurred significant losses since our inception. Our net loss for the years ended December 31, 2019 and 2020 and for the six months ended June 30, 2021 was \$145.4 million, \$180.6 million and \$112.1 million, respectively. As of June 30, 2021, our accumulated deficit was approximately \$583.4 million. We expect to continue to incur losses for the foreseeable future, and we expect these losses to increase as we continue our research and development of, and seek regulatory approvals for, our product candidates, prepare for and begin to commercialize any approved product candidates and add infrastructure and personnel to support our product development efforts. The net losses and negative cash flows incurred to date, together with expected future losses, have had, and likely will continue to have, an adverse effect on our shareholders' deficit and working capital. The amount of future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. For example, our expenses could increase if we are required by the FDA to perform trials in addition to those that we currently expect to perform, or if there are any delays in completing our currently planned clinical trials or in the development of any of our product candidates.

To become and remain profitable, we must succeed in developing and commercializing product candidates with significant market potential. This will require us to be successful in a range of challenging activities for which we are only in the preliminary stages, including developing product candidates, obtaining regulatory approval for such product candidates, and manufacturing, marketing and selling those product candidates for which we may obtain regulatory approval. We may never succeed in these activities and may never generate revenue from product sales that is significant enough to achieve profitability. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Our failure to become or remain profitable would depress our market value and could impair our ability to raise capital, expand our business, develop other product candidates, or continue our operations. A decline in the value of our company could also cause our shareholders to lose all or part of their investment.

Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of uncertainty. We have never generated any revenue from product sales and may never be profitable.

We have devoted substantially all of our financial resources and efforts to developing our proprietary therapeutic platforms, identifying potential product candidates and conducting preclinical studies and clinical trials. We and our partners are still developing our product candidates, and we have not completed development of any products. Our revenue to date has been primarily revenue from the license of our proprietary therapeutic platforms for the development of product candidates by others or revenue from our strategic partners. Our ability to generate revenue and achieve profitability depends in large part on our ability, alone or with our strategic partners, to achieve milestones and to successfully complete the development of, obtain the necessary regulatory approvals for, and commercialize, product candidates. We do not anticipate generating revenue from sales of products for the foreseeable future.

We will require substantial additional funding, which may not be available to us on acceptable terms, or at all, and, if not available, may require us to delay, scale back, or cease our product development programs or operations.

We are currently advancing two of our product candidates through clinical development as well as other potential product candidates through discovery and preclinical development. Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is expensive. In order to obtain regulatory approval, we will be required to conduct clinical trials for each indication for each of our product candidates. We will continue to require additional funding to complete the development and commercialization of our product candidates and to continue to advance the development of our other product candidates, and such funding may not be available on acceptable terms or at all.

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

- the number and characteristics of other product candidates that we pursue;
- the scope, progress, timing, cost and results of research, preclinical development, and clinical trials;

- the costs, timing and outcome of seeking and obtaining FDA and non-U.S. regulatory approvals;
- the costs associated with manufacturing our product candidates and establishing sales, marketing and distribution capabilities;
- our ability to maintain, expand and defend the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make in connection with the licensing, filing, defense and enforcement of any patents or other intellectual property rights;
- our need and ability to hire additional management, scientific and medical personnel;
- the effect of competing products that may limit market penetration of our product candidates;
- our need to implement additional internal systems and infrastructure, including financial and reporting systems; and
- the economic and other terms, timing of and success of our existing strategic partnerships, and any collaboration, licensing, or other arrangements into which we may enter in the future, including the timing of receipt of any milestone or royalty payments under these agreements.

Until we can generate a sufficient amount of product revenue to finance our cash requirements, which we may never do, we expect to finance future cash needs primarily through a combination of public and private equity offerings, debt financings, strategic partnerships and grant funding.

If sufficient funds on acceptable terms are not available when needed, or at all, we could be forced to significantly reduce operating expenses and delay, scale back or eliminate one or more of our development programs or our business operations.

Raising additional capital may cause dilution to our shareholders, restrict our operations or require us to relinquish substantial rights.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, our shareholders' ownership interest will be diluted, and the terms of these new securities may include liquidation or other preferences that adversely affect our shareholders' rights as common shareholders. Debt financing, if available at all, may involve agreements that include 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 funds through partnerships, collaborations, strategic alliances, or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, product candidates, or future revenue streams, or grant licenses on terms that are not favorable to us. We cannot assure that we will be able to obtain additional funding if and when necessary. If we are unable to obtain adequate financing on a timely basis, we could be required to delay, scale back or eliminate one or more of our development programs or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

Risks Related to Our Dependence on Third Parties

Our existing strategic partnerships are important to our business, and future strategic partnerships will likely also be important to us. If we are unable to maintain our strategic partnerships, or if these strategic partnerships are not successful, our business could be adversely affected.

We have limited capabilities for drug development and do not yet have any capability for sales, marketing or distribution. Accordingly, we have entered into strategic partnerships with other companies that we believe can provide such capabilities, including our collaboration and license agreements with Merck, Lilly, BMS, GSK, Daiichi Sankyo, Janssen, LEO, BeiGene and Iconic. These relationships also have provided us with non-dilutive funding for our wholly owned pipeline and therapeutic platforms and we expect to receive additional funding under these strategic partnerships in the future. Our existing strategic partnerships, and any future strategic partnerships we enter into, may pose a number of risks, including the following:

- strategic partners have significant discretion in determining the efforts and resources that they will apply to these partnerships;
- strategic partners may not perform their obligations as expected;
- strategic partners 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 based on clinical trial results, changes in the partners' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;

- strategic partners 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;
- strategic partners could independently develop, or develop with third parties, products that compete directly or indirectly with our product candidates if the strategic partners believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than our product candidates;
- product candidates discovered in collaboration with us may be viewed by our strategic partners as competitive with their own product candidates or products, which may cause strategic partners to cease to devote resources to the commercialization of our product candidates;
- a strategic partner 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 candidates;
- disagreements with strategic partners, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination 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;
- strategic partners 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;
- strategic partners may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- strategic partnerships may be terminated for the convenience of the partner and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates. For example, each of our collaboration and license agreements with Merck, Lilly, BMS, GSK, Daiichi Sankyo, Janssen, LEO, BeiGene and Iconic may be terminated for convenience upon the completion of a specified notice period;
- we may elect to enter into additional licensing or collaboration agreements to partner our product candidates in territories we currently retain, and in the event we grant exclusive rights to such partners, we would be precluded from potential commercialization of our product candidates within the territories in which we have a partner; and
- strategic partners may not have the ability or the development capabilities to perform their obligations as expected, including as a result of the impact of the COVID-19 pandemic on our strategic partners' operations or business.

If our strategic partnerships do not result in the successful development and commercialization of product candidates or if one of our partners terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under the collaboration. If we do not receive the funding we expect under our strategic partnership agreements, our development of our therapeutic platforms and product candidates could be delayed and we may need additional resources to develop product candidates and our therapeutic platforms.

We face significant competition in seeking new strategic partners.

For some of our product candidates, we may in the future determine to collaborate with additional pharmaceutical and biotechnology companies for development and potential commercialization of therapeutic products. Our ability to reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the strategic partner's resources and expertise, the terms and conditions of the proposed collaboration and the proposed strategic partner's evaluation of a number of factors. These factors may include the design or results of clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge, and industry and market conditions generally. The strategic partner may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate.

Strategic partnerships are complex and time-consuming to negotiate and document. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future strategic partners. If we are unable to reach agreements with suitable strategic partners on a timely basis, on

acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay one or more of our other development programs, delay potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into strategic partnerships and 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 or bring them to market or continue to develop our therapeutic platforms and our business may be materially and adversely affected.

We rely on third-party manufacturers to produce our product candidates and on other third parties to store, monitor and transport bulk drug substance and drug product. We and our third-party partners may encounter difficulties with respect to these activities that could delay or impair our ability to initiate or complete our clinical trials or commercialize approved products.

We do not currently own or operate any manufacturing facilities. We rely on our strategic partners to manufacture product candidates licensed to them or work with multiple third-party contract manufacturers to produce sufficient quantities of materials required for the manufacture of our product candidates for preclinical testing and clinical trials, in compliance with applicable regulatory and quality standards, and intend to do so for the commercial manufacture of our products. If we are unable to arrange for such third-party manufacturing sources, or fail to do so on commercially reasonable terms, we may not be able to successfully produce sufficient supply of product candidate or we may be delayed in doing so. Such failure or substantial delay could materially harm our business.

The manufacture of biopharmaceutical products is complex and requires significant expertise and capital investment, including the development of advanced manufacturing techniques and process controls. The process of manufacturing our product candidates is extremely susceptible to product loss due to contamination, equipment failure or improper installation or operation of equipment, vendor or operator error, contamination and inconsistency in yields, variability in product characteristics and difficulties in scaling the production process. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If microbial, viral or other contaminations are discovered in our product candidates or in the third-party manufacturing facilities in which our product candidates are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. All of our engineered antibodies are manufactured by starting cells that are stored in a cell bank. We have one master cell bank and one working cell bank utilized for each antibody manufactured in accordance with cGMP. While we believe we would have adequate back up should any cell bank be lost in a catastrophic event, it is possible that we could lose multiple cell banks and have our manufacturing severely impacted by the need to replace the cell banks. Any adverse developments affecting manufacturing operations for our product candidates, if any are approved, may result in shipment delays, inventory shortages, lot failures, product withdrawals or recalls, or other interruptions in the supply of our products. We may also have to take inventory write-offs and incur other charges and expenses for products that fail to meet specifications, undertake costly remediation efforts or seek more costly manufacturing alternatives.

Furthermore, reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured product candidates ourselves, including reliance on the third party for regulatory compliance and quality control and assurance, volume production, the possibility of breach of the manufacturing agreement by the third party because of factors beyond our control (including a failure to synthesize and manufacture our product candidates in accordance with our product specifications) and the possibility of termination or nonrenewal of the agreement by the third party at a time that is costly or damaging to us. In addition, the FDA, EMA and other regulatory authorities require that our product candidates be manufactured according to cGMP and similar foreign standards. Pharmaceutical manufacturers and their subcontractors are required to register their facilities or products manufactured at the time of submission of the marketing application and then annually thereafter with the FDA and certain state and foreign agencies. They are also subject to periodic unannounced inspections by the FDA, state and other foreign authorities. Any subsequent discovery of problems with a product, or a manufacturing or laboratory facility used by us or our strategic partners, may result in restrictions on the product or on the manufacturing or laboratory facility, including marketed product recall, suspension of manufacturing, product seizure, or a voluntary withdrawal of the drug from the market. We may have little to no control regarding the occurrence of third-party manufacturer incidents. Any failure by our third-party manufacturers to comply with cGMP or failure to scale up manufacturing processes, including any failure to deliver sufficient quantities of product candidates in a timely manner, could lead to a delay in, or failure to obtain, regulatory approval of any of our product candidates.

In addition to third-party manufacturers, we rely on other third parties to store, monitor and transport bulk drug substance and drug product. If we are unable to arrange for such third-party sources, or fail to do so on commercially reasonable terms, we may

not be able to successfully supply sufficient product candidate or we may be delayed in doing so. Such failure or substantial delay could materially harm our business.

We rely on third parties to monitor, support, conduct and oversee clinical trials of the product candidates that we are developing and, in some cases, to maintain regulatory files for those product candidates. We may not be able to obtain regulatory approval for our product candidates or commercialize any products that may result from our development efforts if we are not able to maintain or secure agreements with such third parties on acceptable terms, if these third parties do not perform their services as required, or if these third parties fail to timely transfer any regulatory information held by them to us.

We rely on entities outside of our control, which may include academic institutions, CROs, hospitals, clinics and other third-party strategic partners, to monitor, support, conduct and oversee preclinical studies and clinical trials of our current and future product candidates. We also rely on third parties to perform clinical trials on our current and future product candidates when they reach that stage. As a result, we have less control over the timing and cost of these studies and the ability to recruit trial subjects than if we conducted these trials with our own personnel.

If we are unable to maintain or enter into agreements with these third parties on acceptable terms, or if any such engagement is terminated prematurely, we may be unable to enroll patients on a timely basis or otherwise conduct our trials in the manner we anticipate. In addition, there is no guarantee that these third parties will devote adequate time and resources to our studies or perform as required by our contract or in accordance with regulatory requirements, including maintenance of clinical trial information regarding our product candidates. If these third parties fail to meet expected deadlines, fail to transfer to us any regulatory information in a timely manner, fail to adhere to protocols or fail to act in accordance with regulatory requirements or our agreements with them, or if they otherwise perform in a substandard manner or in a way that compromises the quality or accuracy of their activities or the data they obtain, then clinical trials of our product candidates may be extended or delayed with additional costs incurred, or our data may be rejected by the FDA, EMA or other regulatory agencies.

Ultimately, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities.

We and our CROs are required to comply with cGCP regulations and guidelines enforced by the FDA, the competent authorities of the member states of the EU and comparable foreign regulatory authorities for products in clinical development. Regulatory authorities enforce these cGCP regulations through periodic inspections of clinical trial sponsors, principal investigators and clinical trial sites. If we or any of our CROs fail to comply with applicable cGCP regulations, the clinical data generated in our clinical trials may be deemed unreliable and our submission of marketing applications may be delayed or the FDA may require us to perform additional clinical trials before approving our marketing applications. Upon inspection, the FDA could determine that any of our clinical trials fail or have failed to comply with applicable cGCP regulations. In addition, our clinical trials must be conducted with product produced under the cGMP regulations enforced by the FDA, and our clinical trials may require a large number of test subjects. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process and increase our costs. Moreover, our business may be implicated if any of our CROs violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

If any of our clinical trial sites terminate for any reason, we may experience the loss of follow-up information on patients enrolled in our ongoing clinical trials unless we are able to transfer the care of those patients to another qualified clinical trial site. Further, if our relationship with any of our CROs is terminated, we may be unable to enter into arrangements with alternative CROs on commercially reasonable terms, or at all.

Switching or adding CROs or other suppliers can involve substantial cost and require extensive management time and focus. In addition, there is a natural transition period when a new CRO or supplier commences work. As a result, delays may occur, which can materially impact our ability to meet our desired clinical development timelines. If we are required to seek alternative supply arrangements, the resulting delays and potential inability to find a suitable replacement could materially and adversely impact our business.

We rely on third parties for various operational and administrative aspects of our business, including for certain cloud-based software platforms, which impact our financial, operational and research activities. If any of these third parties fail to provide timely, accurate and ongoing service or if the cloud-based platforms suffer outages that we are unable to mitigate, our business may be adversely affected.

We currently rely upon third-party consultants and contractors to provide certain operational and administrative services, including external financial, legal, clinical and research consultation. The failure of any of these third parties to provide accurate and timely service may adversely impact our business operations. In addition, if such third-party service providers were to cease operations, temporarily or permanently, face financial distress or other business disruption, or increase their fees, or if our relationships with these providers deteriorate, we could suffer increased costs until an equivalent provider could be found, if at all, or we could develop internal capabilities, if ever.

In addition, if we are unsuccessful in choosing or finding high-quality partners, if we fail to negotiate cost-effective relationships with them, or if we ineffectively manage these relationships, it could have an adverse impact on our business and financial performance.

Further, our operations depend on the continuing and efficient operation of our information technology and communications systems and infrastructure, and specifically on “cloud-based” platforms. These platforms are vulnerable to damage or interruption from earthquakes, vandalism, sabotage, terrorist attacks, floods, fires, power outages, telecommunications failures, and computer viruses or other deliberate attempts to harm the systems. The occurrence of a natural or intentional disaster, any decision to close a facility we are using without adequate notice, or particularly an unanticipated problem at our cloud-based virtual server facility, could result in harmful interruptions in our service, resulting in adverse effects to our business.

Risks Related to Our Intellectual Property

Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties.

Our success will depend in part on our ability to operate without infringing the proprietary rights of third parties. Other entities may have or obtain patents or proprietary rights that could limit our ability to make, use, sell, offer for sale or import our future approved products or impair our competitive position. For example, certain patents and patent applications held by third parties cover Fab and Fc region engineering methods for bispecific antibodies, and antibodies having mutations in Fab heavy and light chain regions and Fc regions to generate correctly paired bispecific antibodies. If our products or our strategic partners’ products incorporate any Fab or Fc region mutations covered by any claims of these patents or patents that may issue from these applications, and if licenses for them are not available on commercially reasonable terms or at all, and we are unable to invalidate or render unenforceable those patents, our business could be materially harmed.

We are also aware of third-party patents and patent applications containing claims directed to compositions and methods for treating various forms of cancer with antibodies targeting HER2, alone or in combination with other anti-cancer agents, which patents and applications could potentially be construed to cover our product candidates and the use thereof to treat cancer. If our products or our strategic partners’ products were to be found to infringe any such patents, and if licenses for them are not available on commercially reasonable terms, or at all, and we were unable to invalidate or render unenforceable those patents, our business could be materially harmed. These patents may not expire before we receive marketing authorization for our product candidates, and could delay the commercial launch of one or more future products. There is also no assurance that there are not third-party patents or patent applications of which we are aware, but which we do not believe are relevant to our business, which may, nonetheless, ultimately be found to limit our ability to make, use, sell, offer for sale or import our future approved products or impair our competitive position.

Patents that we may ultimately be found to infringe could be issued to third parties. Third parties may have or obtain valid and enforceable patents or proprietary rights that could block us from developing product candidates using our technology. Our failure to obtain a license to any patent covering any technology that we require may materially harm our business, financial condition and results of operations. Moreover, our failure to maintain a license to any patent covering any technology that we require may also materially harm our business, financial condition and results of operations. Furthermore, we would be exposed to a threat of litigation.

In the pharmaceutical industry, significant litigation and other proceedings regarding patents, patent applications, trademarks and other intellectual property rights are commonplace. Any such lawsuits and proceedings could be costly and could affect our results of operations and divert the attention of our management and scientific personnel. Some of our competitors may be able to sustain the cost of such litigation and proceedings more effectively than we can because of their substantially greater resources.

There is a risk that a court would decide that we or our strategic partners are infringing a third party's patents and would order us or our strategic partners to stop the activities or stop the manufacture, use, or sale of any product covered by the patents. In that event, we or our strategic partners may not have a viable alternative to the technology protected by the patent and may need to halt work on the affected product candidate or cease commercialization of an approved product. In addition, there is a risk that a court would order us or our strategic partners to pay third-party damages or some other monetary award, depending upon the jurisdiction. An adverse outcome in any litigation or other proceeding could subject us to significant liabilities to third parties, potentially including treble damages and attorneys' fees if we are found to have willfully infringed, and we may be required to cease using the technology that is at issue or to license the technology from third parties. We may not be able to obtain any required licenses on commercially acceptable terms or at all. Any of these outcomes could have a material adverse effect on our business.

If we are unable to obtain, maintain and enforce patent and trade secret protection for our product candidates and related technology, our business could be materially harmed.

Our strategy depends on our ability to identify and seek patent protection for our discoveries. This 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 or in all jurisdictions where protection may be commercially advantageous. 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 have licensed from third parties. Therefore, our owned or in-licensed patents and patent applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. Our patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. The patent applications that we own or in-license may fail to result in issued patents with claims that cover our current and future product candidates in the United States or in other countries.

Moreover, the patent position of biopharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has been the subject of much litigation. The issuance of a patent does not ensure that it is valid or enforceable. Third parties may challenge the validity, enforceability or scope of our issued patents, and such patents may be narrowed, invalidated, circumvented, or deemed unenforceable. In addition, changes in law may introduce uncertainty in the enforceability or scope of patents owned by biotechnology companies. If our patents are narrowed, invalidated or held unenforceable, third parties may be able to commercialize our technology or products and compete directly with us without payment to us. There is no assurance that all potentially relevant prior art relating to our patents and patent applications has been found, and such prior art could potentially invalidate one or more of our patents or prevent a patent from issuing from one or more of our pending patent applications. There is also no assurance that there is not prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim in our patents and patent applications, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim.

Furthermore, even if our patents are unchallenged, they may not adequately protect our intellectual property, provide exclusivity for our product candidates, prevent others from designing around our claims or provide us with a competitive advantage. The legal systems of certain countries do not favor the aggressive enforcement of patents, and the laws of other countries may not allow us to protect our inventions with patents to the same extent as the laws of the United States. Because patent applications in the United States and many other jurisdictions are typically not published until 18 months after filing, or in some cases not at all, and because publications of discoveries in scientific literature lag behind actual discoveries, we cannot be certain that we were the first to make the inventions claimed in our issued patents or pending patent applications, or that we were the first to file for protection of the inventions set forth in our patents or patent applications. As a result, we may not be able to obtain or maintain protection for certain inventions. Therefore, the issuance, validity, enforceability, scope and commercial value of our patents in the United States and in other countries cannot be predicted with certainty and, as a result, any patents that we own or license may not provide sufficient protection against competitors. We may not be able to obtain or maintain patent protection from our pending patent applications, from those we may file in the future, or from those we may license from third parties. Moreover, even if we are able to obtain patent protection, such patent protection may be of insufficient scope to achieve our business objectives. In addition, the issuance of a patent does not give us the right to practice the patented invention. Third parties may have blocking patents that could prevent us from marketing our own patented product and practicing our own patented technology.

Our patents covering one or more of our products or product candidates could be found invalid or unenforceable if challenged.

Any of our intellectual property rights could be challenged or invalidated despite measures we take to obtain patent and other intellectual property protection with respect to our product candidates and proprietary technology. For example, if we were to initiate legal proceedings against a third party to enforce a patent covering one of our product candidates, the defendant could counterclaim that our patent is invalid and/or unenforceable. In patent litigation in the United States and in some other jurisdictions, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, for example, lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld material information from the U.S. Patent and Trademark Office (“USPTO”) or the applicable foreign counterpart, or made a misleading statement, during prosecution. A litigant or the USPTO itself could challenge our patents on this basis even if we believe that we have conducted our patent prosecution in accordance with the duty of candor and in good faith. The outcome following such a challenge is unpredictable.

With respect to challenges to the validity of our patents, for example, there might be invalidating prior art, of which we and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on a product candidate. Even if a defendant does not prevail on a legal assertion of invalidity and/or unenforceability, our patent claims may be construed in a manner that would limit our ability to enforce such claims against the defendant and others. The cost of defending such a challenge, and any resulting loss of patent protection, could have a material adverse impact on one or more of our product candidates and our business.

Enforcing our intellectual property rights against third parties may also cause such third parties to file other counterclaims against us, which could be costly to defend and could require us to pay substantial damages, cease the use, manufacture, or sale of certain products or enter into a license agreement and pay royalties (which may not be possible on commercially reasonable terms or at all). Any efforts to enforce our intellectual property rights are also likely to be costly and may divert the efforts of our scientific and management personnel.

Our intellectual property rights will not necessarily provide us with competitive advantages.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business, or permit us to maintain our competitive advantage. The following examples are illustrative:

- others may be able to make compounds that are similar to our product candidates but that are not covered by the claims of the patents that we or our strategic partners own or have exclusively licensed;
- others may independently develop similar or alternative technologies without infringing our intellectual property rights;
- issued patents that we own or have exclusively licensed may not provide us with any competitive advantages, or may be held invalid or unenforceable, as a result of legal challenges by our competitors;
- we may obtain patents for certain compounds many years before we obtain marketing approval for products containing such compounds, and because patents have a limited life, which may begin to run prior to the commercial sale of the related product, the commercial value of our patents may be limited;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may fail to develop additional proprietary technologies that are patentable;
- the laws of certain foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States, or we may fail to apply for or obtain adequate intellectual property protection in all the jurisdictions in which we operate; and
- the patents of others may have an adverse effect on our business, for example by preventing us from marketing one or more of our product candidates for one or more indications.

Any of the aforementioned threats to our competitive advantage could have a material adverse effect on our business.

We may become involved in lawsuits to protect or enforce our patents and trade secrets, which could be expensive, time consuming and unsuccessful.

Third parties may seek to market biosimilar versions of any approved products. Alternatively, third parties may seek approval to market their own products similar to or otherwise competitive with our product candidates. In these circumstances, we may need to defend or assert our patents, including by filing lawsuits alleging patent infringement. The outcome following legal assertions of invalidity and unenforceability is unpredictable. In any of these types of proceedings, a court or agency with jurisdiction may find our patents invalid or unenforceable. Even if we have valid and enforceable patents, these patents still may not provide protection against competing products or processes sufficient to achieve our business objectives.

Even after they have issued, our patents and any patents that we license may be challenged, narrowed, invalidated or circumvented. If our patents are invalidated or otherwise limited or will expire prior to the commercialization of our product candidates, other companies may be better able to develop products that compete with ours, which could adversely affect our competitive business position, business prospects and financial condition. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

The following are examples of litigation and other adversarial proceedings or disputes that we could become a party to involving our patents or patents licensed to us:

- we or our strategic partners may initiate litigation or other proceedings against third parties to enforce our patent or trade secret rights;
- third parties may initiate litigation or other proceedings seeking to invalidate patents owned by or licensed to us or to obtain a declaratory judgment that their product or technology does not infringe our patents or patents licensed to us;
- third parties may initiate opposition or reexamination proceedings challenging the validity or scope of our patent rights, requiring us or our strategic partners and/or licensors to participate in such proceedings to defend the validity and scope of our patents;
- there may be a challenge or dispute regarding inventorship or ownership of patents or trade secrets currently identified as being solely or co-owned by us or by a licensor who has granted a license to us;
- the USPTO may initiate an interference between patents or patent applications owned by or licensed to us and those of our competitors, requiring us or our strategic partners and/or licensors to participate in an interference proceeding to determine the priority of invention, which could jeopardize our patent rights; or
- third parties may seek approval to market biosimilar versions of our future approved products prior to expiration of relevant patents owned by or licensed to us, requiring us to defend our patents, including by filing lawsuits alleging patent infringement.

These lawsuits and proceedings would be costly and could affect our results of operations and divert the attention of our managerial and scientific personnel. Adversaries in these proceedings may have the ability to dedicate substantially greater resources to prosecuting these legal actions than we or our licensors can. There is a risk that a court or administrative body would decide that our patents are invalid, unenforceable or not infringed or trade secrets not misappropriated by a third party's activities, or that the scope of certain issued claims must be further limited. An adverse outcome in a litigation or proceeding involving our own patents or trade secrets could limit our ability to assert our patents or trade secrets against these or other competitors, affect our ability to receive royalties or other licensing consideration from our licensees, and may curtail or preclude our ability to exclude third parties from making, using and selling similar or competitive products. Any of these occurrences could adversely affect our competitive business position, business prospects and financial condition.

We may not be able to prevent, alone or with our licensors or licensees, infringement or misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States. Any litigation or other proceedings to enforce our intellectual property rights may fail, and even if successful, may result in substantial costs and distract our management and other employees.

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 this type of litigation. There could also 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 an adverse effect on the price of our common shares.

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 develop a platform that is similar to, or better than, ours in a way that is not covered by the claims of our patents;
- others may be able to make compounds that are similar to our product candidates but that are not covered by the claims of our patents;
- we might not have been the first to make the inventions covered by patents or pending patent applications;
- we might not have been the first to file patent applications for these inventions;
- any patents that we obtain may not provide us with any competitive advantages or may ultimately be found invalid or unenforceable; or
- we may not develop additional proprietary technologies that are patentable or that afford meaningful trade secret protection.

Patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our product candidates are obtained, once the patent life has expired, we may be open to competition from competitive products, including biosimilars. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

If we do not obtain protection under the Hatch-Waxman Amendments and similar legislation in other countries for extending the term of patents covering each of our product candidates, our business may be materially harmed.

Depending upon the timing, duration and conditions of FDA marketing approval of our product candidates, 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 Act of 1984, referred to as the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent term extension of up to five years for a patent covering an approved product as compensation for effective patent term lost during product development and the FDA regulatory review process. However, we may not receive an extension if we fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. If we are unable to obtain patent term extension or the term of any such extension is less than we request, the period during which we can enforce our patent rights for that product will be shortened and our competitors may obtain approval to market competing products sooner. As a result, our revenue from applicable products could be reduced, possibly materially. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

If we are unable to protect the confidentiality of our proprietary information, the value of our technology and products could be adversely affected.

In addition to patent protection, we also rely on other proprietary rights, including protection of trade secrets, and other proprietary information. For example, we treat our confidential and proprietary computational technologies, including unpatented know-how and other proprietary information, as trade secrets. We enter into confidentiality agreements with our employees, consultants, strategic partners and others upon the commencement of their relationships with us. These agreements provide that all confidential information developed by the individual or made known to the individual by us during the course of the individual's relationship with us be kept confidential and not disclosed to third parties. Our agreements with employees and our personnel policies also provide that any inventions conceived by the individual in the course of rendering services to us shall be our exclusive property. However, we may not obtain these agreements in all circumstances, and individuals with whom we have these agreements may not comply with their terms. We cannot guarantee that we have entered into such agreements with each party that has or may have had access to, or houses or hosts, our trade secrets or proprietary information or that has been involved in the development of intellectual property. Further, despite such agreements, such inventions or confidential information may become disclosed or assigned to third parties. Monitoring unauthorized uses and disclosures is difficult and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some

courts inside and outside the United States are less willing or unwilling to protect trade secrets. In the event of unauthorized use or disclosure of our trade secrets or proprietary information, these agreements, even if obtained, may not provide meaningful protection, particularly for our trade secrets or other confidential information. To the extent that our employees, consultants or contractors use technology or know-how owned by third parties in their work for us, disputes may arise between us and those third parties as to the rights in such technology or know-how or in related inventions. To the extent that an individual who is not obligated to assign rights in intellectual property to us is rightfully an inventor of intellectual property, we may need to obtain an assignment or a license to that intellectual property from that individual, or a third party or from that individual's assignee. Such assignment or license may not be available on commercially reasonable terms or at all.

We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems and cloud storage sources, but such security measures may be breached, including through cyber-hacking or cyberattacks, and we may not have adequate remedies for any breach.

Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming and the outcome is unpredictable. The disclosure of our trade secrets would impair our competitive position and may materially harm our business, financial condition and results of operations. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to maintain trade secret protection could adversely affect our competitive business position. In addition, if any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such third party, or those to whom they communicate such technology or information, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, or if we otherwise lose protection for our trade secrets or proprietary know-how, the value of this information may be greatly reduced and our business and competitive position could be harmed. Adequate remedies may not exist in the event of unauthorized use or disclosure of our proprietary information.

As is common in the biotechnology and pharmaceutical industries, we employ individuals who were previously or concurrently employed at research institutions and/or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. We may be subject to claims that these employees, or we, have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers, or that patents and applications we have filed to protect inventions of these employees, even those related to one or more of our product candidates, are rightfully owned by their former or concurrent employer. Litigation may be necessary to defend against these claims. Such trade secrets or other proprietary information could be awarded to a third party, and we could be required to obtain a license from such third party to commercialize our technology or products. Such license may not be available on commercially reasonable terms or at all. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

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

Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents or applications will be due to the USPTO and various foreign patent offices at various points over the lifetime of our patents or applications. We have systems in place to remind us to pay these fees, and we rely on our outside patent annuity service to pay these fees when due. Additionally, the USPTO and various foreign patent offices require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and in many cases an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with rules applicable to the particular jurisdiction. However, 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. If such an event were to occur, it could have a material adverse effect on our business.

We may be subject to claims challenging the inventorship of our patents and other intellectual property.

Although we are not currently experiencing any claims challenging the inventorship or ownership of our patents, we may in the future be subject to claims that former employees, strategic partners or other third parties have an interest in our patents or other intellectual property as an inventor or co-inventor. While it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. For example, the assignment of intellectual property rights may not be self-executing or the assignment agreements may be breached, or we may have inventorship disputes arise from conflicting obligations of consultants

or others who are involved in developing our product candidates. Litigation may be necessary to defend against these and other claims challenging inventorship. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, valuable intellectual property. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees.

Patent protection and patent prosecution for some of our product candidates may be dependent on, and the ability to assert patents and defend them against claims of invalidity may be maintained by, third parties.

There may be times in the future when certain patents that relate to our product candidates or any approved products are controlled by our licensees or licensors. Although we may, under such arrangements, have rights to consult with our strategic partners on actions taken as well as back-up rights of prosecution and enforcement, we have in the past and may in the future relinquish rights to prosecute and maintain patents and patent applications within our portfolio as well as the ability to assert such patents against infringers.

If any current or future licensee or licensor with rights to prosecute, assert or defend patents related to our product candidates fails to appropriately prosecute and maintain patent protection for patents covering any of our product candidates, or if patents covering any of our product candidates are asserted against infringers or defended against claims of invalidity or unenforceability in a manner that adversely affects such coverage, our ability to develop and commercialize any such product candidate may be adversely affected and we may not be able to prevent competitors from making, using and selling competing products.

Changes in patent laws or patent jurisprudence could diminish the value of patents in general, thereby impairing our ability to protect our products.

The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. Changes in either the patent laws or in the interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property. We cannot predict the breadth of claims that may be allowed or found to be enforceable in our patents, in our strategic partners' patents or in third-party patents. Recent U.S. Supreme Court rulings have either narrowed the scope of patent protection available in certain circumstances or 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 has created uncertainty with respect to the validity, scope and value of patents, once obtained.

For our U.S. patent applications containing a priority claim after March 16, 2013, there is a greater level of uncertainty in the patent law. In September 2011, the Leahy-Smith America Invents Act, also known as the America Invents Act ("AIA"), was signed into law. The AIA includes a number of significant changes to U.S. patent law, including provisions that affect the way patent applications will be prosecuted and may also affect patent litigation.

The AIA and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have an adverse effect on our business. An important change introduced by the AIA is that, as of March 16, 2013, the United States transitioned to a "first-to-file" system for deciding which party should be granted a patent when two or more patent applications are filed by different parties disclosing or claiming the same invention. A third party that has filed, or files a patent application in the USPTO after March 16, 2013, but before us, could be awarded a patent covering a given invention, even if we had made the invention before it was made by the third party. This requires us to be cognizant of the time from invention to filing of a patent application.

Among some of the other changes introduced by the AIA are changes that limit where a patentee may file a patent infringement suit and providing opportunities for third parties to challenge any issued patent in the USPTO. This applies to all of our U.S. patents, even those issued before March 16, 2013. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in U.S. federal court necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action.

Depending on decisions by the U.S. Congress, the U.S. federal courts, the USPTO or similar authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that may weaken our and our licensors' ability to obtain new patents or to enforce existing patents we and our licensors or partners may obtain in the future.

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 would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some countries do not protect intellectual property rights to the same extent as laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States 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 enforcement is not as strong as that in the United States. These products may compete with our current or future products, if any, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing. Recent U.S. Supreme Court cases have narrowed the scope of what is considered patentable subject matter, for example, in the areas of software and diagnostic methods involving the association between treatment outcome and biomarkers. This could impact our ability to patent certain aspects of our technology in the United States.

Many companies have encountered significant problems in protecting and defending intellectual property rights in jurisdictions other than the United States. The legal systems of certain countries do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs 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 our patent applications at risk of not issuing and could provoke third parties to assert claims against us. 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.

Additionally, the requirements for patentability may differ in certain countries. For example, China has a heightened requirement for patentability, and specifically requires a detailed description of medical uses of a claimed drug. In India, unlike the United States, there is no link between regulatory approval of a drug and its patent status. In addition to India, certain countries in Europe and developing countries, including China, have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In those countries, we and our licensors may have limited remedies if patents are infringed or if we or our licensors are compelled to grant a license to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we own or license.

We use open source software in connection with our internal research and development programs, which could negatively affect our ability to develop products and subject us to litigation or other actions.

We use open source software in connection with our internal research and development programs. The terms of many open source licenses have not been interpreted by U.S. courts or courts outside of the U.S., and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to use this software. As a result, we could be subject to lawsuits by parties claiming ownership of what we believe to be open source software, or claiming that software we developed using such open source software is a derivative work of open source software and demanding the release of portions of our source code, or otherwise seeking to enforce the terms of the applicable open source license. Litigation could be costly for us to defend, have a negative effect on our financial condition and results of operations or require us to devote additional research and development resources to change our platform and offerings.

If we were to combine our proprietary software with open source software in a certain manner, we could, under certain open source licenses, be required to release the source code of our proprietary software to the public. While we monitor our use of open source software and try to ensure that none is used in a manner that would require us to disclose our proprietary source code or that would otherwise breach the terms of an open source agreement, such use could inadvertently occur, or could be claimed to have occurred, in part because open source license terms are often ambiguous. If we inappropriately use open source software, or

if the license terms for open source software that we use change, we may be required to re-engineer our platform, incur additional costs, discontinue the use of some or all of our platform or take other remedial actions.

In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, because open source licensors generally do not provide warranties or assurance of title or controls on origin of the software. In addition, many of the risks associated with usage of open source software, such as the lack of warranties or assurances of title, cannot be eliminated, and could, if not properly addressed, negatively affect our business. We have established processes to help alleviate these risks, including a review process for the use of open source software, but we cannot be sure that all of our use of open source software is in a manner that is consistent with our current policies and procedures, or will not subject us to liability. Any of these risks could be difficult to eliminate or manage and, if not addressed, could have an adverse effect on our business, financial condition and results of operations.

We will need to obtain FDA approval for any proposed product candidate names, and any failure or delay associated with such approval may adversely affect our business.

Any proprietary name or trademark we intend to use for our product candidates will require approval from the FDA regardless of whether we have secured a formal trademark registration from the USPTO. The FDA typically conducts a review of proposed product candidate names, including an evaluation of the potential for confusion with other product names. The FDA may also object to a product name if it believes the name inappropriately implies certain medical claims or contributes to an overstatement of efficacy. If the FDA objects to any product candidate names we propose, we may be required to adopt an alternative name for our product candidates. If we adopt an alternative name, we would lose the benefit of any existing trademark applications for such product candidate and may be required to expend significant additional resources in an effort to identify a suitable product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA. We may be unable to build a successful brand identity for a new trademark in a timely manner or at all, which would limit our ability to commercialize our product candidates.

Risks Related to Additional Legal and Compliance Matters

Our employees may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of employee fraud or other misconduct. Misconduct by employees could include intentional failures to comply with FDA regulations, to provide accurate information to the FDA, to comply with federal and state health care fraud and abuse laws and regulations, to report financial information or data accurately or to disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the health care industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Employee misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a Code of Conduct and Business Ethics, but it is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity 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 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 significant fines or other sanctions.

If we or our contractors or agents market products in a manner that violates healthcare fraud and abuse laws, or if we violate government price reporting laws and transparency laws, we may be subject to civil or criminal penalties.

In addition to FDA restrictions on the marketing of pharmaceutical products, federal and state healthcare laws restrict certain business practices in the biopharmaceutical industry. Although we currently do not have any products on the market, we may be subject, and if our product candidates are approved and we begin commercialization will be subject, to additional healthcare laws and regulations enforced by the federal government and by authorities in the states and foreign jurisdictions in which we conduct our business. These state and federal healthcare laws, commonly referred to as “fraud and abuse” laws, have been applied in recent years to restrict certain marketing practices in the pharmaceutical industry, and include anti-kickback, false claims, data privacy and security and transparency statutes and regulations.

Federal false claims laws prohibit, among other things, any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government or knowingly making, or causing to be made, a false statement to get a false claim paid. The federal healthcare program anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce, or in return for, purchasing, leasing, ordering or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid or other federally financed healthcare programs. Most states also have statutes or regulations similar to the federal anti-kickback law and federal false claims laws, which may apply to items such as pharmaceutical products and services reimbursed by private insurers. Administrative, civil and criminal sanctions may be imposed under these federal and state laws.

The federal civil monetary penalties statute imposes penalties against any person or entity who, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

HIPAA created new federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud 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, including private third-party payors, and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of, or payment for, healthcare benefits, items or services.

In addition, we may be subject to data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA, as amended by HITECH, and its implementing regulations, imposes certain requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA's security standards directly applicable to business associates— independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties, and newly empowered state attorneys general with the authority to enforce HIPAA. In January 2013, the Office for Civil Rights of the U.S. Department of Health and Human Services issued the Final Omnibus Rule under HIPAA pursuant to HITECH that makes significant changes to the privacy, security and breach notification requirements and penalties. The Final Omnibus Rule generally took effect in September 2013 and enhances certain privacy and security protections, and strengthens the government's ability to enforce HIPAA. The Final Omnibus Rule also enhanced requirements for both covered entities and business associates regarding notification of breaches of unsecured protected health information. In addition, state laws govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways. These state laws may not have the same effect and often are not preempted by HIPAA, thus complicating compliance efforts.

Additionally, the PPACA also included the federal Physician Payments Sunshine Act, which requires applicable group purchasing organizations and manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually information related to certain payments or other transfers of value made in the previous year to covered recipients, including physicians, as defined by law, and teaching hospitals and, effective for data reported in 2022, expanded to include nurse practitioners, physician assistants, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified nurse-midwives, including certain ownership and investment interests held by physicians or their immediate family members. Failure to comply with the required reporting requirements could subject applicable reporting entities such as manufacturers to substantial civil monetary penalties.

Also, many states have similar healthcare statutes or regulations that apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. Certain states require pharmaceutical companies to implement a comprehensive compliance program that includes a limit or outright ban on expenditures for, or payments to, individual medical or health professionals and/or require pharmaceutical companies to track and report gifts and other payments made to physicians and other healthcare providers.

If our operations are found to be in violation of any of the healthcare laws or regulations described above or any other laws that apply to us, we may be subject to penalties, including potentially significant criminal, civil or administrative penalties, damages, fines, disgorgement, individual imprisonment, exclusion of products from reimbursement under government programs, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings or the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. To the extent that any of our products will be sold in a foreign country, we may be subject to similar foreign laws and regulations, which may include, for instance, applicable post-marketing requirements, including safety surveillance, fraud and abuse laws, and implementation of corporate compliance programs and reporting of payments or transfers of value to healthcare professionals.

If we do not comply with laws regulating the protection of the environment and health and human safety, our business could be adversely affected.

Our research and development involves, and may in the future involve, the use of potentially hazardous materials and chemicals. Our operations may produce hazardous waste products. Although we believe that our safety procedures for handling and disposing of these materials comply with the standards mandated by local, state and federal laws and regulations, the risk of accidental contamination or injury from these materials cannot be eliminated. If an accident occurs, we could be held liable for resulting damages, which could be substantial. We are also subject to numerous environmental, health and workplace safety laws and regulations and fire and building codes, including those governing laboratory procedures, exposure to blood-borne pathogens, use and storage of flammable agents and the handling of biohazardous materials. Although we maintain workers' compensation insurance as prescribed by Washington State and the Province of British Columbia to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of these materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us. Additional federal, state and local laws and regulations affecting our operations may be adopted in the future. We may incur substantial costs to comply with, and substantial fines or penalties if we violate, any of these laws or regulations.

Risks Related to Employee Matters and Managing Growth

Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.

We are highly dependent on the research and development, clinical and business expertise of Dr. Ali Tehrani, Ph.D., our President and Chief Executive Officer, and other members of our senior management, scientific and clinical teams. Although we have entered into employment agreements with our executive officers, each of them may terminate their employment with us at any time. The loss of the services of our executive officers or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. In addition, we will need to expand and effectively manage our managerial, operational, financial, development and other resources in order to successfully pursue our research, development and commercialization efforts for our existing and future product candidates. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time because of the limited talent pool in our industry due to the breadth of skills and experience required to successfully develop, gain regulatory approval of and commercialize products. Intense competition for attracting key skill-sets may limit our ability to retain and motivate these key personnel on acceptable terms. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

We will need to grow our organization, and we may experience difficulty in managing this growth, which could disrupt our operations.

As of June 30, 2021, we had 425 full-time employees. As our development and commercialization plans and strategies develop, we expect to expand our employee base for managerial, operational, financial and other resources. Additionally, as our product candidates enter and advance through preclinical studies and any clinical trials, we will need to expand our development, manufacturing, regulatory sales and marketing capabilities or contract with other organizations to provide these capabilities for us. Future growth would impose significant added responsibilities on members of management, including the need to identify, recruit, maintain, motivate and integrate additional employees. Also, our management may need to divert a disproportionate amount of

their attention away from our day-to-day activities and devote a substantial amount of time to managing these growth activities. We may not be able to effectively manage the expansion of our operations, which may result in weaknesses in our infrastructure, give rise to operational errors, loss of business opportunities, loss of employees and reduced productivity amongst remaining employees. Our expected growth could require significant capital expenditures and may divert financial resources from other projects, such as the development of existing and additional product candidates. If our management is unable to effectively manage our expected growth, our expenses may increase more than expected, our ability to generate or grow revenue could be reduced and we may not be able to implement our business strategy. Our future financial performance and our ability to commercialize our product candidates and compete effectively with others in our industry will depend on our ability to effectively manage any future growth.

Risks Related to Our Common Shares

Our share price is likely to be volatile and the market price of our common shares may drop below the price paid by shareholders.

Investors should consider an investment in our common shares as risky and invest only if they can withstand a significant loss and wide fluctuations in the market value of their investment. Some of the factors that may cause the market price of our common shares to fluctuate or decrease include:

- results and timing of our clinical trials and clinical trials of our competitors' products;
- failure or discontinuation of any of our development programs;
- issues in manufacturing our product candidates or future approved products;
- regulatory developments or enforcement in the United States and foreign countries with respect to our product candidates or our competitors' products;
- competition from existing products or new products that may emerge;
- developments or disputes concerning patents or other proprietary rights;
- introduction of technological innovations or new commercial products by us or our competitors;
- announcements by us, our strategic partners or our competitors of significant acquisitions, strategic partnerships, joint ventures, or capital commitments;
- changes in estimates or recommendations by securities analysts that cover our common shares;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- public concern over our product candidates or any future approved products;
- litigation;
- future sales of our common shares;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- additions or departures of key personnel;
- changes in the structure of health care payment systems in the United States or other countries;
- failure of any of our product candidates, if approved, to achieve commercial success;
- economic and other external factors or other disasters or crises, such as the COVID-19 pandemic;
- period-to-period fluctuations in our financial condition and results of operations, including the timing of receipt of any milestone or other payments under commercialization or licensing agreements;
- general market conditions and market conditions for biopharmaceutical stocks;
- overall fluctuations in U.S. equity markets; and
- other factors that may be unanticipated or out of our control.

In addition, the stock market in general, and the stock of biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the relevant companies, including recently in connection with the ongoing COVID-19 pandemic, which has resulted in increased volatility and

decreased stock prices for many companies notwithstanding the lack of a fundamental change in their underlying business models or prospects. Broad market and industry factors, including potentially worsening economic conditions and other adverse effects or developments relating to the ongoing COVID-19 pandemic, may negatively affect the market price of our common shares, regardless of our actual operating performance. The realization of any of the above risks or any of a broad range of other risks, including those described in this “Risk Factors” section, could have a material adverse effect on the market price of our common shares.

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

An active trading market for our shares may not be sustained. If an active market for our common shares does not continue, it may be difficult for our shareholders to sell their shares without depressing the market price for the shares or sell their shares at or above the prices at which they acquired their shares or sell their shares at the time they would like to sell. Any inactive trading market for our common shares may also impair our ability to raise capital to continue to fund our operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

Substantial future sales of our common shares, or the perception that these sales could occur, may cause the price of our common shares to drop significantly, even if our business is performing well.

A large volume of sales of our common shares could decrease the prevailing market price of our common shares and could impair our ability to raise additional capital through the sale of equity securities in the future. Even if a substantial number of sales of our common shares does not occur, the mere perception of the possibility of these sales could depress the market price of our common shares and have a negative effect on our ability to raise capital in the future.

We do not anticipate paying cash dividends, and accordingly, shareholders must rely on share appreciation for any return on their investment.

We have never paid any dividends on our common shares. We currently intend to retain our future earnings, if any, to fund the development and growth of our business and do not anticipate that we will declare or pay any cash dividends on our common shares in the foreseeable future. As a result, capital appreciation, if any, of our common shares will be the sole source of gain on investment in our common shares for the foreseeable future. Investors seeking cash dividends should not invest in our common shares.

We are governed by the corporate laws of Canada, which in some cases have a different effect on shareholders than the corporate laws of the United States.

We are governed by the Business Corporations Act (British Columbia) (“BCBCA”) and other relevant Canadian laws, which may affect the rights of shareholders differently than those of a company governed by the laws of a U.S. jurisdiction, and may, together with our charter documents, have the effect of delaying, deferring or discouraging another party from acquiring control of our company by means of a tender offer, a proxy contest or otherwise, or may affect the price an acquiring party would be willing to offer in such an instance. The material differences between the BCBCA and Delaware General Corporation Law (“DGCL”) that may have the greatest such effect include the following: (i) for certain corporate transactions (such as mergers and amalgamations or amendments to our articles) the BCBCA generally requires the voting threshold to be a special resolution approved by 66 2/3% of shareholders, or as set out in the articles, as applicable, whereas DGCL generally only requires a majority vote; and (ii) under the BCBCA a holder of 5% or more of our common shares can requisition a special meeting of shareholders, whereas such right does not exist under the DGCL. We cannot predict whether investors will find our company and our common shares less attractive because we are governed by foreign laws.

U.S. civil liabilities may not be enforceable against us, our directors, our officers or certain experts named in our Annual Report on Form 10-K.

We are governed by the BCBCA and our principal place of business is in Canada. Certain of our directors and officers, as well as certain experts named in our Annual Report on Form 10-K, reside outside of the United States, and all or a substantial portion of their assets as well as all or a substantial portion of our assets are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon us and such directors, officers and experts or to enforce judgments obtained against us or such persons, in U.S. courts, in any action, including actions predicated upon the civil liability provisions of U.S. federal securities laws or any other laws of the United States. Additionally, rights predicated solely upon civil liability provisions of U.S. federal securities laws or any other laws of the United States may not be enforceable in original actions, or actions to enforce judgments obtained in U.S. courts, brought in Canadian courts, including courts in the Province of

British Columbia. Furthermore, provisions in our articles provide that, unless we consent in writing to the selection of an alternative forum, the Supreme Court of British Columbia and the appellate courts therefrom, to the fullest extent permitted by law, will be the sole and exclusive forum for certain actions or proceedings brought against us, our directors and/or our officers. These provisions may limit our shareholders' ability to bring a claim against us in a judicial forum that our shareholders consider favorable or convenient for such disputes and may discourage lawsuits with respect to such claims.

U.S. holders of the company's shares may suffer adverse tax consequences if we are characterized as a passive foreign investment company.

We believe that we were not classified as a passive foreign investment company ("PFIC") for the taxable year ended December 31, 2020. However, the determination as to whether we are a PFIC for any taxable year is based on the application of complex U.S. federal income tax rules that are subject to differing interpretations. If we are a PFIC for any taxable year during which a U.S. Holder (as defined under Item 5 of our Annual Report on Form 10-K, "Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities – Certain U.S. Income Tax Considerations For U.S. Holders") holds the common shares, it would likely result in adverse U.S. federal income tax consequences for such U.S. Holder. U.S. Holders should carefully read Item 5 of our Annual Report on Form 10-K, "Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities – Certain U.S. Income Tax Considerations For U.S. Holders" for more information and consult their own tax advisors regarding the likelihood and consequences if we are treated as a PFIC for U.S. federal income tax purposes, including the advisability of making a "qualified electing fund" election (including a protective election), which may mitigate certain possible adverse U.S. federal income tax consequences but may result in an inclusion in gross income without receipt of such income.

Our principal shareholders, in aggregate, could exert substantial control over us which could delay or prevent a change in corporate control or result in the entrenchment of management or the board of directors.

Our principal shareholders, being our shareholders that beneficially own (or upon exercise of convertible securities would own) 10% or more of our common shares, together with their affiliates and related persons, in aggregate, own or could acquire (contingent upon the exercise of convertible securities they own) approximately 23.9% of our outstanding common shares as of June 30, 2021 (14.1% excluding the exercise of convertible securities). Our directors and named executive officers beneficially own, in the aggregate, approximately 5.0% of our outstanding common shares as of June 30, 2021. Our principal shareholders, if acting together (with or without our directors and named executive officers), may have the ability to exert substantial control over the outcome of matters submitted to our shareholders for approval, including the election and removal of directors and any merger or sale of all or substantially all of our assets. In addition, our principal shareholders, if acting together (with or without our directors and named executive officers), may have the ability to exert substantial control over the management and affairs of our company. Accordingly, this concentration of ownership could harm the market price of our common shares by:

- delaying, deferring, or preventing a change in control;
- entrenching our management or the board of directors;
- impeding a merger, takeover, or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

Provisions in our corporate charter documents and Canadian law could make an acquisition of us, which may be beneficial to our shareholders, more difficult and may prevent attempts by our shareholders to replace or remove our current management and/or limit the market price of our common shares.

Provisions in our notice of articles and articles, as well as certain provisions under the BCBCA, and applicable Canadian securities laws, may discourage, delay or prevent a merger, acquisition or other change in control of us that shareholders may consider favorable, including transactions in which they might otherwise receive a premium for their common shares. These provisions include the establishment of a staggered board of directors, which divides the board into three groups, with directors in each group serving a three-year term. The existence of a staggered board can make it more difficult for shareholders to replace or remove incumbent members of our board of directors. As such, these provisions could also limit the price that investors might be willing to pay in the future for our common shares, thereby depressing the market price of our common shares. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our shareholders to replace or remove our current management by making it more difficult for shareholders to replace members of our board of directors. Among other things, these provisions include the following:

- shareholders cannot amend our articles unless such amendment is approved by shareholders holding at least a majority of the shares entitled to vote on such approval;
- our board of directors may, without shareholder approval, issue preferred shares having any terms, conditions, rights, preferences and privileges as the board of directors may determine; and
- shareholders must give advance notice to nominate directors or to submit proposals for consideration at shareholders' meetings.

General Risk Factors

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, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common shares.

Under the Sarbanes-Oxley Act of 2002, we are required to establish and maintain effective internal control over financial reporting and adequate disclosure controls and procedures. Effective internal control over financial reporting is necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm may conclude that there are material weaknesses or significant deficiencies with respect to our internal controls or the level at which our internal controls are documented, designed, implemented or reviewed. Undetected material weaknesses in our internal controls could lead to financial statement restatements and require us to incur the expense of remediation. 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 common shares. Furthermore, if we cannot provide reliable financial reports or prevent fraud, including as a result of remote working by our employees in connection with COVID-19 and related public health safety measures, our business and results of operations would likely be materially and adversely affected.

We are at risk of securities class action litigation.

Securities class action litigation has often been brought against companies following a decline in the market price of their securities. This risk is especially relevant for us because biotechnology companies have experienced significant stock price volatility in recent years. If we face such litigation, it could result in substantial costs and a diversion of management's attention and resources, which could materially harm our business.

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

The trading market for our common shares will depend on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. We cannot assure that analysts will cover us or provide accurate or favorable coverage. If one or more of the analysts who cover us downgrade our stock or change their opinion of our common shares negatively, our share price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline. Moreover, the research and reports that analysts publish may suggest a price for our common shares that does not fully or accurately reflect the true value of our company. Furthermore, even if such analyst publications are favorable, these reports could have negative consequences for us.

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

During the six months ended June 30, 2021, we (i) granted our Canadian employees, consultants and advisors options to purchase an aggregate of 726,718 common shares under our equity compensation plans at exercise prices ranging from C\$34.64 to C\$71.47 and at \$34.82 per share and (ii) made an aggregate of 15,459 common shares available to eligible Canadian employees for purchase under our employee stock purchase plan at purchase price of \$30.92 per share, and (iii) granted certain Canadian employees 48,125 restricted stock units under our equity compensation plan. Such options and, shares and restricted stock units were issued and sold in offshore transactions pursuant to Regulation S under the Securities Act.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Notice of Articles of Registrant (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8 (File No. 333-257819), originally filed with the SEC on July 9, 2021.
3.2	Form of Articles of the Registrant (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form F-1 (File No. 333-217100), originally filed with the SEC on April 17, 2017).
4.1	Specimen common share certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form F-1 (File No. 333-217100), originally filed with the SEC on April 24, 2017).
10.1#	Employment Agreement, effective April 29, 2019, by and between the Registrant and Neil Josephson.
10.2#	Letter, dated May 16, 2021, from the Registrant to Neil Josephson.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.
32.1	Certification of the Chief 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 the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1*	Letter Agreement, effective October 7, 2020, by and between the Registrant and BeiGene, Ltd.
99.2*	Letter Agreement, effective October 7, 2020, by and between the Registrant and BeiGene, Ltd.
99.3*	Letter Agreement, effective October 7, 2020, by and between the Registrant and BeiGene, Ltd.
99.4*	Letter Agreement, effective April 20, 2021, by and between the Registrant and Celgene Corporation and Celgene Alpine Investment Co. LLC.
99.5	Fourth Lease Modification Agreement, dated May 7, 2021, by and between the Registrant and 5th and Main Partnership.
99.6*	Second Amendment to License and Collaboration Agreement, effective June 2, 2021, by and between the Registrant and BeiGene, Ltd.
99.7*	Letter Agreement, effective June 4, 2021, by and between the Registrant and GlaxoSmithKline Intellectual Property Development Limited.
99.8*	Second Amendment to Collaboration and Cross License Agreement, effective July 2, 2021, by and between the Registrant and Daiichi Sankyo Company, Limited.
101	The following materials from the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2021, formatted in Inline XBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at June 30, 2021 (unaudited) and December 31, 2020 (audited), (ii) Condensed Consolidated Statements of Loss and Comprehensive Loss for the three and six month periods ended June 30, 2021 and 2020 (unaudited), (iii) Condensed Consolidated Statements of Changes in Shareholders' Equity for the three and six month periods ended June 30, 2021 and 2020 (unaudited), (v) Condensed Consolidated Statements of Cash Flows for the six month periods ended June 30, 2021 and 2020 (unaudited) and (vi) Notes to the Interim Condensed Consolidated Financial Statements (unaudited)
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).
*	Certain portions of this exhibit (indicated by "[...***...]") have been omitted as Zymeworks has determined (i) the omitted information is not material and (ii) the omitted information would likely cause harm to Zymeworks if publicly disclosed
#	Indicates management contract or compensatory plan.

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.

ZYMEWORKS INC.

By: /s/ Ali Tehrani

Name: Ali Tehrani

Title: President and Chief Executive Officer and Director
(Principal Executive Officer)

Date: August 4, 2021

By: /s/ Neil Klompas

Name: Neil Klompas

Title: Executive Vice President, Business Operations and
Chief Financial Officer (Principal Financial Officer
and Principal Accounting Officer)

Date: August 4, 2021

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective as of the April 29, 2019 (the “Effective Date”).

BETWEEN:

Dr. Neil Josephson, having a residence [...***...]¹.

(the “Employee”)

AND:

ZYMEWORKS BIOPHARMACEUTIALS INC., a corporation registered in the State of Washington and having its principal place of business at 350-2400 3rd Avenue, Seattle, WA, 98121, USA

(the “Company”)

WHEREAS

- A. The Company is a protein engineering company engaged in the business of researching, developing and commercializing proteins for pharmaceutical applications;
- B. The Employee has experience in Clinical Research, and/or related skills and expertise and wishes to contribute such experiences to the development and growth of the Company’s business; and
- C. The Company has agreed to offer employment to the Employee, and the employee has agreed to accept employment with the Company on the terms and conditions set out in this Agreement and Appendices hereto.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

Article 1 – GENERAL

1.1 Definitions. Unless otherwise defined, all capitalized terms used in this Agreement will have the meanings given below:

¹ Personal Information – Contact Information.

- (a) “Business” means the business of researching, developing and commercializing therapeutic proteins, antibodies, and any other research, development and manufacturing work considered, planned or undertaken by the Company during the Employee’s employment;
- (b) “Confidential Information” means trade secrets and other information, in whatever form or media, in the possession or control of the Company, which is owned by the Company or by one of its clients or suppliers or a third party with whom the Company has a business relationship (collectively, the “Associates”), and which is not generally known to the public and has been specifically identified as confidential or proprietary by the Company, or its nature is such that it would generally be considered confidential in the industry in which the Company or its Associates operate, or which the Company is obligated to treat as confidential or proprietary. Confidential Information includes, without limitation, the following:
 - (i) the products and confidential or proprietary facts, data, techniques, materials and other information related to the business of the Company, including all related development or experimental work or research, related documentation owned or marketed by the Company and related formulas, algorithms, patent applications, concepts, designs, flowcharts, ideas, programming techniques, specifications and software programs (including source code listings), methods, processes, inventions, sources, drawings, computer models, prototypes and patterns;
 - (ii) information regarding the Company’s business operations, methods and practices, including market strategies, product pricing, margins and hourly rates for staff and information regarding the financial, legal and corporate affairs of the Company;
 - (iii) the names of the Company’s Associates and the nature of the Company’s relationships with such Associates; and
 - (iv) technical and business information of, or regarding, the Company’s Associates.
- (c) “Developments” means all inventions, ideas, concepts, designs, improvements, discoveries, modifications, computer software, and other results which are or have been conceived of, developed by, written, or reduced to practice by the Employee, alone or jointly with others (including, where applicable, all modifications, derivatives, progeny, models, specifications, source code, design documents, creations, scripts, artwork, text, graphics, photos and pictures) at any time;

- (d) “Excluded Developments” means any Development that the Employee establishes:
 - (i) was developed entirely on the Employee’s own time;
 - (ii) was developed without the use of any equipment, supplies, facilities, services or trade secret information of the Company;
 - (iii) does not relate directly to the Business or affairs of the Company or to the actual or demonstrably anticipated research or development of the Company; and
 - (iv) does not result from any work performed by the Employee for the Company.
- (e) “Prior Developments” means any Development that the Employee establishes was developed prior to the Employee performing such services for the Company and precedes the Employee’s initial engagement with the Company.

1.2 Sections and Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

Article 2 – EMPLOYMENT

2.1 Services.

On the Effective Date, the Employee will commence employment with the Company in the position of Vice President, Clinical Research on the terms and conditions set out in this Agreement.

2.2 Qualifications.

- (a) The Employee acknowledges that the falsification or misrepresentation of qualifications, including but not limited to education, skills, prior experience, depth and/or breadth of knowledge, references or similar matters, used to secure the position of Vice President, Clinical Research, represents a breach of this contract.

- (b) Employment Duties. Subject to the direction and control of the senior management of the Company (“Management”), the Employee will perform the duties set out in Appendix “A” to this Agreement and any other duties that may be reasonably assigned to him/her by Management from time to time. Management may alter the duties Employee is expected to perform for the Company at any time with or without notice.

2.3 Throughout the term of this Agreement, the Employee will:

- (a) diligently, honestly and faithfully serve the Company and will use all reasonable efforts to promote and advance the interests and goodwill of the Company;
- (b) conduct him/herself in adherence to the Code of Conduct in the Zymeworks Employee Handbook;
- (c) devote him/herself in a full-time capacity to the business and affairs of the Company;
- (d) adhere to all applicable policies of the Company as in effect and as amended from time to time;
- (e) exercise the degree, diligence and skill that a reasonably prudent Vice President, Clinical Research would exercise in comparable circumstances;
- (f) refrain from engaging in any activity which will in any manner, directly or indirectly, compete with the trade or business of the Company except in accordance with Sections 2.4 and 2.6 herein and as outlined under the Conflict of Interest guidelines in the Zymeworks Employee Handbook; and
- (g) not acquire, directly or indirectly, any interest that constitutes 5% or more of the voting rights attached to the outstanding shares of any corporation or 5% or more of the equity or assets in any firm, partnership or association, the business and operations of which in any manner, directly or indirectly, compete with the trade or business of the Company.

2.4 The Employee will disclose to Management all potential conflicts of interest and activities which could reasonably be seen to compete, indirectly or directly, with the trade or business of the Company. Management will determine, in its sole discretion, whether the activity in question constitutes a conflict of interest or competition with the Company. To the extent that Management, acting reasonably, determines a conflict of interest or competition exists, the Employee will discontinue such activity forthwith or within such longer period as Management agrees. The Employee will immediately certify in writing to the Company that he/she has discontinued such activity and that he/she has, as required by Management, cancelled any contracts or sold or otherwise disposed of any interest or assets over the 5%

threshold described in 2.3(g) herein acquired by the Employee by virtue of engaging in the impugned activity, or where no market exists to enable such sale or disposition, by transfer of the Employee's beneficial interest into blind trust or other fiduciary arrangements over which the Employee has no control or direction, or other action that is acceptable to the Board.

2.5 The Employee will not be employed by another company or provide consulting or other services to other companies or commercial entities while employed by the Company, without the expressed written permission of the Company. By seeking and accepting employment with the Company, the Employee recognizes that the Employee is employed by the Company for the expressed benefit of advancing the scientific, development and business objectives of the Company and that concurrent employment outside the Company detracts from those objectives.

2.6 Notwithstanding Sections 2.3, 2.4 and 6.2, the Employee is not restricted from nor is required to obtain the consent of the Company to make investments in any company which is involved in pharmaceuticals or biotechnology with securities listed for trading on any Canadian or U.S. stock exchange, quotation system or the over-the-counter market.

2.7 For the purposes of Sections 2.3 2.4 and 2.6 herein, "Employee" includes any entity or company owned or controlled by the Employee.

Article 3 – COMPENSATION

3.1 Base Salary. As compensation for all services rendered under this Agreement, the Company will pay to the Employee and the Employee will accept from the Company a base salary of \$395,000 (USD) per annum. The base salary will be paid semi-monthly, in arrears, in equal instalments, less statutory and other authorized deductions.

3.2 Stock Options. The Employee shall be granted 80,000 options to acquire shares of common stock of Zymeworks Inc. (the "Shares"), provided the Employee is employed by the Company on the grant date (the "Options"). The exercise price of the Options will be set in accordance with the terms of the Company's Stock Option Plan on the grant date. The Options will vest and become exercisable in accordance with the terms of the Zymeworks Inc. Stock Option Plan, a copy of which is attached hereto as Appendix "C".

3.3 Incentive Plans. The Employee shall be entitled to participate in certain incentive programs for the Company's Employees, including, without limiting the generality of the foregoing, share option plans, share purchase plans, profit-sharing or bonus plans (collectively, the "Incentive Plans"). Such Participation shall be on the terms and conditions of such Incentive Plans as at the date hereof or as may from time to time be amended or implemented by the Company in its sole discretion.

3.4 Bonus. The Employee's target annual bonus will be 30% of base salary, with bonus eligibility starting April 29, 2019.

3.5 Performance and Salary Review. Management will review the Employee's performance, base salary, and equity participation level under the terms of any Incentive Plans annually beginning in December 2019. The timing of performance and salary reviews as at the date hereof, or as may from time to time be amended by the Company in its sole discretion.

3.6 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. Reimbursement of such expenses will be made in accordance with the Company's policies.

3.7 Professional Fees. The Company will reimburse the Employee for annual registration and/or licensing fees required to maintain the Employee's status as a member in good standing with the appropriate professional bodies required to continue effective employment, and which were held by the Employee as of the effective date. The Company will reimburse reasonable costs incurred by the Employee to complete the minimum annual continuing professional development requirements required to maintain such status.

3.8 Vacation. The Employee will be eligible for Twenty (20) days' paid vacation per calendar year, earned pro rata at a rate of 1.66 days per completed month of service. In accordance with the Company's human resources policies, new employees are not permitted to take vacation during the initial three-month probationary period, without the express permission of Management. Vacation time in excess of ten (10) days not taken during the year in which it is earned may not be carried forward into the subsequent year without the written pre-approval of Management. Unused vacation time will not be paid out at the end of the fiscal year. Upon termination, vacation not taken in the calendar year will be paid out according to the Employees' annual salary rate pro rated to the number of days' vacation not taken.

3.9 Benefits. The Employee will be eligible to participate in all benefit plans generally available to Employees of the Company, subject to meeting applicable eligibility requirements of such plans.

3.10 Sick Leave. The Employee will be entitled to take up to ten (10) days paid sick leave per calendar year, earned pro rata at a rate of 0.83 days per month of service; however, employees may use Sick Leave on a pro-rata basis following the completion of their first 40 hours of service. Unused sick days will not be paid out or carried forward into the subsequent year. For employees based in Seattle, Sick Leave may be used for any purpose authorized by the Seattle Paid Sick and Safe Time ("PSST") ordinance. This benefit is intended to comply with the PSST ordinance and should be interpreted in accordance with its requirements.

Article 4 – TERM AND TERMINATION

4.1 Term. This Agreement will commence on the Effective Date and will terminate on the effective date of termination by either the Employee or the Company in accordance with Section 4.2 of this Agreement.

4.2 Termination.

- (a) *Termination for Cause*. The Company may terminate the employment of the Employee for cause at any time, without notice, damages or compensation of any kind.
- (b) *Termination Without Cause*. The Company may terminate the employment of the Employee without cause at any time by providing written notice or payment in lieu of notice to the Employee as follows:
 - (i) twelve (12) months of notice or the equivalent of twelve (12) months of base salary and benefits continuation as at that date, or any combination thereof, if termination of employment occurs during the first three years of employment measured from the Start Date; and
 - (ii) commencing in the fourth year of employment measured from the Start Date, an additional one (1) month of notice or the equivalent of one (1) month of base salary and benefits continuation as at that date, or any combination thereof, for each additional completed year of service, up to a total maximum of eighteen (18) months.
- (c) *Resignation*. The Employee may terminate his/her employment with the Company by giving prior written notice to Management of not less than thirty (30) days or such shorter period as the Employee and Management may agree. The Company may choose to waive all or part of the notice period and pay to the Employee the base salary to be earned during the balance of the notice period in full and adequate compensation to the Employee with respect to any claim relating to the Employee's employment, and the Employee waives any right that he/she may have to claim further payment, compensation or damages from the Company.
- (d) *Termination following Change of Control*. Notwithstanding any other provision in this Agreement, if within twelve (12) months following a Change of Control of the Company (as defined below), the Employee's employment is terminated by the Company without cause, the Employee shall receive as severance eighteen (18) months of base salary and benefits continuation as at that date, and full vesting acceleration of all unvested stock options or other equity grants

made to the Employee as at that date. For all purposes of this Agreement, “Change of Control” means:

- (i) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the Securities Act, British Columbia, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert constitutes for the first time in the aggregate 40% of more of the outstanding common shares of the Company and such shareholding exceeds the collective shareholding of the current directors of the Company, excluding any directors acting in concert with the acquiring party; or
- (ii) the removal, by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent Board of the Company, or the election of a majority of Board members to the Company’s board who were not nominees of the Company’s incumbent board at the time immediately preceding such election; or
- (iii) consummation of a sale of all or substantially all of the assets of the Company; or
- (iv) the consummation of a reorganization, plan of arrangement, merger, or other transaction which has substantially the same effect as to above.

Payment under section 4.2(d) herein will be in lieu of and not in addition payment under section 4.2(b).

4.3 Stock Options on Termination. Except as provided by section 4.2(d), the vesting and exercise of any stock options granted to the Employee in the event the Employee’s employment with the Company or this Agreement is terminated, for any reason, shall be governed by the terms of the Stock Option Plan and any applicable stock option agreement in effect between the Company and the Employee at the time of termination.

4.4 Benefits Continuation and No Mitigation. The Employee shall not be required to mitigate the amount of any payments provided for in this section by seeking other employment or otherwise, nor shall the amount of any payment provided for in this section be reduced by any compensation earned by the Employee as the result of employment by another employer after the date of termination, or otherwise. Notwithstanding the forgoing, the Employee is required to report to the Company if he/she obtains replacement benefits coverage through new employment during any period of benefits continuation contemplated by this Article 4 and benefits coverage by the Company will cease effective the date the Employee receives such

new coverage and the Employee will not be entitled to any payment in respect of benefits coverage from the Company in respect of any notice period or severance payment contemplated in this Article 4.

4.5 No Additional Payments. Payment of severance, in accordance with 4.2(b) or 4.2(d) above, to the Employee by the Company will be full and adequate compensation to the Employee with respect to any claim relating to the Employee's employment or termination or manner of termination of the Employee's employment, and the Employee waives any right that he/she may have to claim further payment, compensation or damages from the Company.

4.6 Condition to Payment. Payment of any amount of severance under this Agreement in excess of any minimum required by the *Employment Standards Act* is conditional upon execution by the Employee of a release of all claims, satisfactory to the Company.

4.7 Survival. Upon a termination of this Agreement for any reason, the Employee will continue to be bound by the provisions of Article 4, Article 5, Article 6, Article 7, and Article 9.

Article 5 – CONFIDENTIALITY

5.1 Confidential Information.

- (a) *Ownership of Confidential Information* - The Employee acknowledges that the Confidential Information is and will be the sole and exclusive property of the Company. The Employee acknowledges that the Employee has not, and will not, acquire any right, title or interest in or to any of the Confidential Information.
- (b) *Non Disclosure, Use and Reproduction of Confidential Information* - The Employee will keep all the Confidential Information strictly confidential, and will not, either directly or indirectly, either during or subsequent to employment with the Company, disclose, allow access to, transmit, transfer, use or reproduce any of the Confidential Information in any manner except as required to perform the duties of the Employee for the Company and in accordance with all procedures established by the Company for the protection of the Confidential Information. Without limiting the foregoing, the Employee:
 - (i) will ensure that all the Confidential Information and all copies thereof, are clearly marked, or otherwise identified as confidential to the Company and proprietary to the person or entity that first provided the Confidential Information, and are stored in a secure place while in the Employee's possession, custody, charge or control;

- (ii) will not, either directly or indirectly, disclose, allow access to, transmit or transfer any of the Confidential Information to any person other than to an employee, officer, or director of the Company but only upon a “need to know” basis, without the prior written authorization of Management; and
 - (iii) will not, except as required by the Employee’s position, use any of the Confidential Information to create, maintain or market any product or service which is competitive with any product or service produced, marketed, licensed, sold or otherwise dealt in by the Company, or assist any other person to do so.
- (c) *Legally Required Disclosure* - Notwithstanding the foregoing, to the extent the Employee is required by law to disclose any Confidential Information, the Employee will be permitted to do so, provided that notice of this requirement is delivered to the Company in a timely manner, so that the Company may contest such potential disclosure.
- (d) *Return of Materials, Equipment and Confidential Information* - Upon request by the Company, and in any event when the Employee leaves the employ of the Company, the Employee will immediately return to the Company all the Confidential Information and all other materials, computer programs, documents, memoranda, notes, papers, reports, lists, manuals, specifications, designs, devices, drawings, notebooks, correspondence, equipment, keys, pass cards, and property, and all copies thereof, in any medium, in the Employee’s possession, charge, control or custody, which are owned by, or relate in any way to the Business or affairs of the Company.
- (e) *Exceptions* - The non-disclosure obligations of Employee under this Agreement shall not apply to Confidential Information which the Employee can establish:
- (i) is, or becomes, readily available to the public other than through a breach of this Agreement;
 - (ii) is disclosed, lawfully and not in breach of any contractual or other legal obligation, to Employee by a third party; or
 - (iii) through written records, was known to Employee, prior to the date of first disclosure of the Confidential Information to Employee by the Company

5.2 Ownership of Developments

- (a) *Acknowledgment of Company Ownership* - The Employee acknowledges that the Company will be the exclusive owner of all the Developments made during the term of the Employee's employment by the Company except Excluded Developments and to all intellectual property rights in and to such Developments. The Employee hereby assigns all right, title and interest in and to such Developments and their associated intellectual property rights throughout the world and universe to the Company, including without limitation, all trade secrets, patent rights, copyrights, mask works, industrial designs and any other intellectual property rights in and to each such Development, effective at the time each is created. Further, the Employee irrevocably waives all moral rights the Employee may have in such Developments.
- (b) *Excluded Developments and Prior Developments* - The Company acknowledges that it will not own any Excluded Developments or Prior Developments.
- (c) *Disclosure of Developments* - To avoid any disputes over the ownership of Developments, the Employee will provide the Company with a general written description of any of the Developments the Employee believes the Company does not own because they are Excluded Developments or Prior Developments. Thereafter, the Employee agrees to make full and prompt disclosure to the Company of all Developments, including, without limitation, Excluded Developments, made during the term of the Employee's employment with the Company. The Company will hold any information it receives regarding Excluded Developments and Prior Developments in confidence.
- (d) *Further Acts* - The Employee agrees to cooperate fully with the Company both during and after the Employee's employment by the Company, with respect to (i) signing further documents and doing such acts and other things reasonably requested by the Company to confirm the Company's ownership of the Developments other than Excluded Developments and Prior Developments, the transfer of ownership of such Developments to the Company, and the waiver of the Employee's moral rights therein, and (ii) obtaining or enforcing patent, copyright, trade secret or other protection for such Developments; provided that the Company pays all the Employee's expenses in doing so, and reasonable compensation if such acts are required after the Employee leaves the employment by the Company.
- (e) *Employee-owned Inventions* - The Employee hereby covenants and agrees with the Company that, unless the Company agrees in writing otherwise, the Employee will not use or incorporate any Excluded Development or Prior

Development in its work product, services, or other deliverables the Employee provides to the Company. If the Employee uses or incorporates any Excluded Development or Prior Development with the Company's permission, as provided above, the Employee (i) represents and warrants that he or she owns all proprietary interest in such Excluded Development or Prior Development and (ii) grants to the Company, at no charge, a non-exclusive, irrevocable, perpetual, worldwide license to use, distribute, transmit, broadcast, sub-license, produce, reproduce, perform, publish, practice, make, and modify such Excluded Development or Prior Development.

- (f) *Prior Employer Information* - The Employee hereby covenants and agrees with the Company that during the Employee's employment by the Company, the Employee will not improperly use or disclose any confidential or proprietary information of any former employer, partner, principal, co-venturer, customer, or independent contractor of the Employee and that the Employee will not bring onto the Company's premises any unpublished documents or any property belonging to any such persons or entities unless such persons or entities have given their consent. In addition, the Employee will not violate any non-disclosure, non-compete or proprietary rights agreement the Employee has signed with any person or entity prior to the Employee's execution of this Agreement, or knowingly infringe the intellectual property rights of any third party while employed by the Company.
- (g) *Protection of Computer Systems and Software* - The Employee agrees to take all necessary precautions to protect the computer systems and software of the Company, including, without limitation, complying with the obligations set out in the Company's policies.

Article 6 – RESTRICTIVE COVENANTS

6.1 Non-solicitation by the Employee. The Employee agrees that at any time, while employed by the Company and for a period of one (1) year thereafter the Employee will not, without the prior written consent of the Company induce or attempt to influence, directly or indirectly, an employee of the Company to leave the employ of the Company.

6.2 Non-competition. The Employee agrees that while employed by the Company and for a period of six (6) months thereafter, the Employee will not, without the prior written consent of the Company, directly or indirectly, anywhere in Canada, the United States or any country within the European Union, provide any professional services to any person or entity that can be reasonably viewed as a competitor to the Business of the Company, while the Employee was employed by the Company, which relate to therapeutic antibody modeling, design, modification and commercialization for industrial and pharmaceutical applications.

6.3 Reasonableness of Non-competition and Non-solicitation Obligations. The Employee confirms that the obligations in Sections 6.1 and 6.2 are fair and reasonable given that, among other reasons:

- (a) the sustained contact the Employee will have with the clients of the Company will expose the Employee to the Confidential Information regarding the particular requirements of these clients and the Company's unique methods of satisfying the needs of these clients, all of which the Employee agrees not to act upon to the detriment of the Company; and/or
- (b) the Employee will be performing important development work on the products or services owned, developed or marketed by the Company;

and the Employee agrees that the obligations in Sections 6.1 and 6.2, together with the Employee's other obligations under this Agreement, are reasonably necessary for the protection of the Company's good will, trade secrets and proprietary interests and that given the Employee's general knowledge and experience they would not prevent the Employee from being gainfully employed if the employment relationship between the Employee and the Company were to end. The Employee further confirms that the geographic scope of the obligation in Section 6.2 is reasonable given the nature of the market for the products and business of the Company. The Employee also agrees that the obligations in Sections 6.1 and 6.2 are in addition to the confidentiality and non-disclosure obligations provided for in this Agreement and acknowledges that the Company would not have entered into this Agreement but for the protections provided to the Company by all of the aforementioned obligations.

6.4 Conflict of Interest. The Employee recognizes that the Employee is employed by the Company in a position of responsibility and trust and agrees that during the Employee's employment with the Company, the Employee will not engage in any activity or otherwise put the Employee in a position which conflicts with the Company's interests. Without limiting this general statement, the Employee agrees that during the Employee's employment with the Company, the Employee will not knowingly lend money to, guarantee the debts or obligations of or permit the name of the Employee or any part thereof to be used or employed by any corporation or firm which directly or indirectly is engaged in or concerned with or interested in any Business in competition with the Business of the Company unless the Employee receives prior written authorization from the Company.

6.5 Acknowledgments. In the event the Employee breaches any covenant contained herein, the one (1) year periods provided for in Sections 6.1 and 6.2 will be extended for a period of three (3) months from the date any such breach is cured. In the event it is necessary for the either party to retain legal counsel to enforce any of the terms and conditions of this Agreement, the prevailing party will pay the other parties' reasonable legal fees, court costs and other related expenses.

Article 7 – ENFORCEMENT

7.1 Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of Washington without regards to Washington’s conflicts of law rules that may result in the application of the laws of any jurisdiction other than Washington. To the extent that any lawsuit is permitted under this Agreement, Employee expressly consents to the personal and exclusive jurisdiction and venue of the State and Federal Courts located in Washington for any lawsuit filed against me by the Company. In the event of a breach or threatened breach by the Employee of any of the provisions of Article 5 or Article 6 of this Agreement, nothing in this Agreement precludes the Company from applying to a court of competent jurisdiction to seek injunctive relief or otherwise protect or enforce its intellectual property rights, or enforce the Employee’s fiduciary, non-competition, non-solicitation, confidentiality or any other post-employment obligations.

Article 8

8.1 Severability and Limitation. All agreements and covenants contained herein are severable and, in the event any of them will be held to be invalid by any competent court, this Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. Should any court or other legally constituted authority determine that for any such agreement or covenant to be effective that it must be modified to limit its duration or scope, the parties hereto will consider such agreement or covenant to be amended or modified with respect to duration and scope so as to comply with the orders of any such court or other legally constituted authority or to be enforceable under the laws of the State of Washington, and as to all other portions of such agreement or covenants they will remain in full force and effect as originally written.

Article 9 – ARBITRATION

9.1 Arbitration and Equitable Relief. IN CONSIDERATION OF EMPLOYEE’S EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND EMPLOYEE’S RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO EMPLOYEE BY THE COMPANY, AT PRESENT AND IN THE FUTURE, EMPLOYEE AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM EMPLOYEE’S EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF EMPLOYEE’S EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION PROVISIONS SET FORTH IN THE WASHINGTON UNIFORM

ARBITRATION ACT (THE “ACT”), AND PURSUANT TO WASHINGTON LAW, AND SHALL BE BROUGHT IN EMPLOYEE’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. DISPUTES THAT EMPLOYEE AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, ANY AND ALL CLAIMS UNDER THE REVISED CODE OF WASHINGTON OR ANY OTHER WASHINGTON STATE LABOR LAW, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF EMPLOYEE’S RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. EMPLOYEE FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH EMPLOYEE.

9.2 Procedure. EMPLOYEE AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“JAMS”), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “JAMS RULES”), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/> AND FROM HUMAN RESOURCES. EMPLOYEE AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE ACT AND WASHINGTON LAW. EMPLOYEE AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. EMPLOYEE ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, WHERE PROVIDED BY APPLICABLE LAW. EMPLOYEE AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. EMPLOYEE UNDERSTANDS THAT THE COMPANY WILL

PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT EMPLOYEE SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT EMPLOYEE INITIATES, BUT ONLY SO MUCH OF THE FILING FEES AS EMPLOYEE WOULD HAVE INSTEAD PAID HAD EMPLOYEE FILED A COMPLAINT IN A COURT OF LAW. EMPLOYEE AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH WASHINGTON LAW AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL WASHINGTON LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH WASHINGTON LAW, WASHINGTON LAW SHALL TAKE PRECEDENCE. EMPLOYEE AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN KING COUNTY, WASHINGTON.

9.3 Remedy. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN EMPLOYEE AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER EMPLOYEE NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

9.4 Administrative Relief. EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT EMPLOYEE FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE EMPLOYEE FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

9.5 Voluntary Nature of Agreement. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. EMPLOYEE FURTHER ACKNOWLEDGE AND AGREES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND THAT EMPLOYEE HAS ASKED ANY QUESTIONS NEEDED FOR EMPLOYEE TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **EMPLOYEE IS WAIVING EMPLOYEE'S RIGHT TO A JURY TRIAL**. FINALLY, EMPLOYEE AGREES THAT EMPLOYEE HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF

EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

Article 10 – GENERAL

10.1 Notices. Any notices to be given hereunder by either party to the other party may be effected in writing, either by personal delivery or by mail if sent certified, postage prepaid, with return receipt requested. Mailed notices will be addressed to the parties at the address set out on the first page of this Agreement, or as otherwise specified from time to time. Notice will be effective upon delivery.

10.2 Independent Legal Advice. The Employee specifically confirms that he/she has been advised to retain his/her own independent legal advice prior to entering into this Agreement.

10.3 Construction. The parties acknowledge that each party and its respective counsel have had the opportunity to independently review and negotiate the terms and conditions of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.4 Assignment. The Employee cannot assign his/her interest in this Agreement.

10.5 Benefit of Agreement. This Agreement will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

10.6 Entire Agreement. The Appendices to this Agreement, together with the terms and conditions contained within this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior employment agreements, understandings and arrangements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

10.7 Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

10.8 Governing Law. This Agreement will be governed by and construed, enforced and interpreted exclusively in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ZYMEWORKS, INC.

By: /s/ Wajida Leclerc
Wajida Leclerc, *Vice President, Human Resources*

SIGNED, SEALED AND DELIVERED
by **Employee:**

/s/ Neil Josephson
Signature

April 29, 2019
Date

WITNESSED by:

/s/ Alyssa Black
Signature

Alyssa Black
Print Name

2400 3rd Ave, Seattle
Address

HR Manager
Occupation

i)

APPENDIX A

JOB DESCRIPTION: Vice President, Clinical Research

Summary

To be included separately at a later date

Reporting Responsibilities

Reports directly to Diana Hausman, Chief Medical Officer

APPENDIX B
POLICIES AND PROCEDURES MANUAL

The “Policies and Procedures Manual” and “Information Technology Systems and Security Policies” are available at:

<https://wiki.zymeworks.com/display/ZG/Policies+and+Procedures+-+USA>

<https://zymeworks-platform.veevavault.com/ui/#t/0TB00000000102/0VW00000000501>

APPENDIX C
ZYMEWORKS INC. STOCK OPTION PLAN

Please find enclosed copy of the Zymeworks Inc. Stock Option Plan.



May 16, 2021

Exhibit 10.2

Neil Josephson

Zymeworks Biopharmaceuticals Inc.

Dear Neil,

Re: Interim Chief Medical Officer

On behalf of the senior leadership team and the Board of Directors, I am pleased to confirm your position as **Interim Chief Medical Officer**. Your acceptance of this assignment will include the following changes to your compensation package, effective May 16, 2021.

Your base compensation will remain the same as you take on this interim assignment.

Base Pay (no change)	\$453,200
One-time bonus (payable May 31, 2021)	\$10,000
Annual bonus target (no change)	35%
Additional Interim Bonus Target (payable in March 2022)	5%
Additional Stock Option Grant (granted May 6, 2021)	15,000

This is well deserved! I want to personally thank you for all your contributions and commitment to Zymeworks' success. It is appreciated.

Sincerely,

/s/ Kathy O'Driscoll

Kathy O'Driscoll
Chief People Officer

CERTIFICATION
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ali Tehrani, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Zymeworks 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(s) 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(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(s) 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: August 4, 2021

/s/ Ali Tehrani

Chief Executive Officer

CERTIFICATION
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Neil Klompas, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Zymeworks 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(s) 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(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(s) 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: August 4, 2021

/s/ Neil Klompas

Chief Financial Officer

SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) in connection with the Quarterly Report on Form 10-Q of Zymeworks Inc. for the quarterly period ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer hereby certifies, to such officer's knowledge, that:

- (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 Zymeworks Inc.

/s/ Ali Tehrani

Name: Ali Tehrani

Title: Chief Executive Officer

Date: August 4, 2021

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed "filed" by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section.

SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) in connection with the Quarterly Report on Form 10-Q of Zymeworks Inc. for the quarterly period ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer hereby certifies, to such officer's knowledge, that:

- (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 Zymeworks Inc.

/s/ Neil Klompas

Name: Neil Klompas

Title: Chief Financial Officer

Date: August 4, 2021

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed "filed" by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...*...]”.**

September 17, 2020

VIA E-MAIL

BeiGene, Ltd.
c/o Mourant Ozannes Corporate Services (Cayman) Limited Avenue
94 Solaris Avenue
Camana Bay
Grand Cayman, KY1-1108,
Cayman Islands
Attention: Chairman and Chief Executive Officer
[...***...]¹

Re: Sublicensing Obligations under the [...*...]² Agreement (as defined below)**

Dear Mr. Oyler:

As you are aware, Zymeworks Inc. (“**Zymeworks**”) and BeiGene, Ltd. (“**Partner**”) are parties to that certain License and Collaboration Agreement relating to ZW25, dated November 26, 2018 (the “**Partner Agreement**”).

Zymeworks is also a party to a certain Patent License Agreement dated [...***...]³ (the “[...***...]⁴ **Agreement**”) with [...***...]⁵ (“[...***...]⁶”), pursuant to which Zymeworks has obtained a license under certain Licensed Patents (as defined below) from [...***...]⁷. This letter (“**Letter Agreement**”) serves to set forth the terms and conditions under which the Licensed Patents may be included in the Zymeworks Patent Rights (as defined in the Partner Agreement) under the Partner Agreement.

¹ Personal Information – Contact Information.

² Competitive Information – Discovery Information.

³ Competitive Information – Discovery Information.

⁴ Competitive Information – Discovery Information.

⁵ Competitive Information – Discovery Information.

⁶ Competitive Information – Discovery Information.

⁷ Competitive Information – Discovery Information.

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, Zymeworks and Partner hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Letter Agreement, whether used in the singular or plural, shall have the meanings specified in this Section 1 or elsewhere in this Letter Agreement. Any capitalized terms not otherwise defined in this Letter Agreement shall have the meaning given thereto in the Partner Agreement.

a. **“Affiliate”** of a party means any entity controlling, controlled by or under common control with such Party only for so long as such control exists, and the term “control,” as used in this definition, means owning, directly or indirectly, fifty percent (50%) or more of the voting stock or shares of an entity or having otherwise the power to govern the management. With respect to [...***...]⁸ the term “Affiliates” shall not include [...***...]⁹ and its Affiliates. For the purpose of this Agreement, [...***...]¹⁰ and its subsidiaries under its control shall not be deemed to be [...***...]¹¹ Affiliates.

b. **“[...***...]¹² Term”** means the period commencing on [...***...]¹³ and continuing in full force until expiration or abandonment of the last [...***...]¹⁴ Valid Claim, unless otherwise earlier terminated under the [...***...]¹⁵ Agreement.

c. **“[...***...]¹⁶ Valid Claim”** means any claim of a pending patent application, or an issued and unexpired patent within the Licensed Patents, (i) which has not lapsed, been revoked or abandoned or held unenforceable or invalid by a decision of a court or other competent governmental authority of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal, and (ii) which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise. A claim within a pending patent application that has been pending issuance for more than [...***...]¹⁷ years from the date of filing of the earliest patent application to which such pending patent application is entitled to claim priority shall not be a [...***...]¹⁸ Valid Claim, unless and until it issues, in each case, in the applicable jurisdiction.

⁸ Competitive Information – Discovery Information.

⁹ Competitive Information – Discovery Information.

¹⁰ Competitive Information – Discovery Information.

¹¹ Competitive Information – Discovery Information.

¹² Competitive Information – Discovery Information.

¹³ Competitive Information – Discovery Information.

¹⁴ Competitive Information – Discovery Information.

¹⁵ Competitive Information – Discovery Information.

¹⁶ Competitive Information – Discovery Information.

¹⁷ Competitive Information – Commercially Sensitive Terms.

¹⁸ Competitive Information – Discovery Information.

d. **“Field”** means that portion of the following field of use that is included in the definition of the Field in the Partner Agreement: [...***...]¹⁹.

e. **“Licensed Patents”** means the claims within the patents and applications listed on Exhibit A hereto and any patents and applications claiming priority thereto including but not limited to foreign counterparts, provisional applications, substitutions, continuations, continuations-in-part, divisional applications and renewals, all letters patent or certificates of invention granted thereon, reissues, re-examinations, term restorations, extensions thereof in any country, in each case that cover [...***...]²⁰. For clarity, the aforementioned claims, patents and applications shall exclude those that do not cover [...***...]²¹.

f. **“Sublicensed Product”** means a Product (as defined in the Partner Agreement) containing [...***...]²² and (ii) the research, development, manufacture, use, import, sale or otherwise exploitation of which, but for the license under the Zymeworks’ IP granted under the Partner Agreement together with the sublicense under the Licensed Patents granted under this Letter Agreement, would infringe the Zymeworks IP.

g. **“Sublicensee”** means, individually and collectively, Partner’s sublicensee(s) to which it grants a sublicense under the Licensed Patents in accordance with this Letter Agreement.

h. **“Zymeworks’ IP”** means the patents listed on Exhibit B hereto and any patents and applications claiming priority thereto, including but not limited to foreign counterparts, continuations, divisions, reissues and term extensions thereof.

2. **Inclusion of Licensed Patents in the Partner Agreement.**

a. **Rights to Licensed Patents.** Notwithstanding anything in the Partner Agreement to the contrary, the Licensed Patents will be included in the Zymeworks Patent Rights under the Partner Agreement, subject to the terms and conditions of this Letter Agreement. The sublicense under the Licensed Patents that is granted to Partner as a result of the foregoing inclusion of the Licensed Patents in the Zymeworks Patent Rights shall be limited to the License included in the Partner Agreement, and this Letter Agreement shall not expand the scope or term of such License, other than to include the Licensed Patents as set out in this Letter Agreement. Further, with respect to the Licensed Patents, the License under the Licensed Patents shall be limited to the right to research, develop, manufacture, use, import, sell and otherwise exploit Sublicensed Products in the Field within the Territory.

¹⁹ Competitive Information – Commercially Sensitive Terms.

²⁰ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²² Competitive Information – Discovery Information and Commercially Sensitive Terms.

b. **Sublicensing Rights.** Partner has the right to grant non-exclusive and non-transferable sublicenses (through multiple tiers), under the Licensed Patents only together with all or any portion of the Zymeworks' IP to research, develop, manufacture, use, import, sell and otherwise exploit the Sublicensed Products in the Field within the Territory; provided that any such sublicense shall be consistent with and shall not exceed the scope or term of the License granted to Partner in the Partner Agreement. Each agreement pursuant to which Partners grants a sublicense under the Licensed Patents to a Sublicensee must (a) be subject to terms as necessary to enable Partner to comply with the applicable terms and conditions of this Letter Agreement, (b) be consistent with the terms and conditions of this Letter Agreement, (c) not in any way diminish, reduce or eliminate any of Partner's obligations under this Letter Agreement, and (d) impose on such Sublicensee obligations corresponding to all applicable obligations under the terms of this Letter Agreement.

c. **Non-Transferable.** The sublicense granted to Partner under the Licensed Patents and each sublicense that Partner further grants thereunder shall be transferrable, solely if such transfer occurs (a) as a result of the merger, consolidation, or acquisition to which Partner (or the applicable Sublicensee) is a party, and (b) only together with and at the same time of the transfer of Partner's (or such Sublicensee's, as applicable) license under all or any portion of the Zymeworks IP included in Zymeworks Patent Rights granted pursuant to the Partner Agreement.

d. **No Other Grant of Rights.** For clarity, the license granted to Partner under the Licensed Patents shall exclude the license to research, develop, manufacture, use, import, sell and otherwise exploit any products (a) containing [...***...]²³, or (b) containing [...***...]²⁴ claimed in the Licensed Patents. Further, Partner shall not have any rights, including to receive information, with respect to the filings, prosecution, maintenance, enforcement or defense of the Licensed Patents.

3. **Notification of Commercial Sublicenses.** Partner shall provide Zymeworks with prompt (and in any event within [...***...]²⁵ of executing such sublicense) written notice of the name and an address of each further Sublicensee to which it grants a sublicense under the Licensed Patents (including through multiple tiers) that includes the right to sell or otherwise commercially exploit any Sublicensed Product in the Field within the Territory.

4. **Notification of New Products.** During the [...***...]²⁶ Term, Partner shall provide Zymeworks with a written notice containing the INN or USAN for each Sublicensed Product of Partner, its Affiliate, and Sublicensee promptly after the relevant INN or USAN for such Sublicensed Product is provided, whichever is provided earlier.

²³ Competitive Information – Commercially Sensitive Terms.

²⁴ Competitive Information – Commercially Sensitive Terms.

²⁵ Competitive Information – Commercially Sensitive Terms.

²⁶ Competitive Information – Discovery Information.

5. **Termination for Patent Challenges.** Notwithstanding anything in the Partner Agreement to the contrary, during the [...***...]²⁷ Term, Partner shall not and shall cause its Sublicensees not to challenge the validity of any of the Licensed Patents in any manner including without limitation, by initiating procedures at competent government agencies, including without limitation, inter partes review (IPR) and post-grant review (PGR) as well as declaratory judgements, provided that Partner or Sublicensees may bring such a challenge as a defense to a claim by [...***...]²⁸ or its Affiliate that Partner or such Sublicensee is infringing the Licensed Patents).

6. **Term; Termination.** If Partner, or its Sublicensee, breaches Section 5, then Zymeworks, at its discretion, may give notice to Partner that Zymeworks will terminate this Letter Agreement, and any and all licenses and rights under the Licensed Patents under the Partner Agreement, unless such challenge or assertion is withdrawn, abandoned, or terminated (as appropriate) within twenty (20) days from the date of such notice. In the event that Partner or the relevant Sublicensee does not withdraw, abandon or terminate (as appropriate) such challenge or assertion within such twenty (20)-day period, Zymeworks may terminate this Letter Agreement and all licenses and rights granted to Partner under the Licensed Patents (and all sublicenses thereunder). Further, any material breach (including without limitation, breach of Section 2, 3, or 4) of this Letter Agreement by Partner shall be a material breach of the Partner Agreement and, without limiting any rights or remedies under the Partner Agreement, shall permit Zymeworks to terminate this Letter Agreement and exclude the Licensed Patents from the Zymeworks Patent Rights upon forty-five (45) days prior written notice to Partner, if such breach is not cured during such notice period. This Letter Agreement shall expire upon the expiration of the [...***...]²⁹ Term.

7. **Effect of Expiration or Termination of the [...***...]³⁰ Agreement or the Partner Agreement.** The expiration or termination of the [...***...]³¹ Agreement or the Partner Agreement shall automatically terminate this Letter Agreement and any sublicenses or rights granted to Partner under the Licensed Patents hereunder or thereunder.

8. **Miscellaneous.** The Partner Agreement shall remain in full force and effect as amended and clarified by this Letter Agreement. In the event of a conflict between the Partner Agreement and this Letter Agreement, this Letter Agreement shall control; otherwise, this Letter Agreement, and Partner's development, manufacture, and commercialization of Sublicensed Products, shall be subject to the terms and conditions of the Partner Agreement, including, without limitation, the indemnification, payment and reporting obligations set forth therein.

²⁷ Competitive Information – Discovery Information.

²⁸ Competitive Information – Discovery Information.

²⁹ Competitive Information – Discovery Information.

³⁰ Competitive Information – Discovery Information.

³¹ Competitive Information – Discovery Information.

If the foregoing is acceptable, please execute and return a signed copy of this Letter Agreement, whereupon the terms in this Letter Agreement will be effective as of the date of the last signature below.

Sincerely,

ZYMEWORKS INC.

By: /s/ Ali Tehrani

Name: Dr. Ali Tehrani

Title: CEO

Agreed to and acknowledged, this 7th day of October, 2020:

BEIGENE, LTD.

By: /s/ Scott A. Samuels

Name: Scott A. Samuels

Title: SVP, General Counsel

CC:

BeiGene, Ltd.

55 Cambridge Parkway, Suite 700W

Cambridge, MA 02142

Attn: Senior Vice President, General Counsel

[...***...]³²

Wilson Sonsini Goodrich & Rosati

28 State Street, 37th Floor

Boston, MA 02109

Attn: Farah B. Gerdes, Esq.

[...***...]³³

³² Personal Information – Contact Information.

³³ Personal Information – Contact Information.

Exhibit A
Licensed Patents

[...***...]³⁴

³⁴ Competitive Information – Discovery Information and Commercially Sensitive Terms.

Exhibit B

Zymeworks' IP

Patents

[...***...]³⁵

³⁵ Competitive Information – Discovery Information and Commercially Sensitive Terms.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...*...]”.**

September 17, 2020

VIA E-MAIL

BeiGene, Ltd.
c/o Mourant Ozannes Corporate Services (Cayman) Limited Avenue
94 Solaris Avenue
Camana Bay
Grand Cayman, KY1-1108,
Cayman Islands
Attention: Chairman and Chief Executive Officer
[...***...]¹

Re: Sublicensing Obligations under the [...*...]² Agreement (as defined below)**

Dear Mr. Oyler:

As you are aware, Zymeworks Inc. (“**Zymeworks**”) and BeiGene, Ltd. (“**Partner**”) are parties to that certain License and Collaboration Agreement relating to ZW49, dated November 26, 2018 (the “**Partner Agreement**”).

Zymeworks is also a party to a certain Patent License Agreement dated [...***...]³ (the “[...***...]⁴ **Agreement**”) with [...***...]⁵ (“[...***...]⁶”), pursuant to which Zymeworks has obtained a license under certain Licensed Patents (as defined below) from [...***...]⁷. This letter (“**Letter Agreement**”) serves to set forth the terms and conditions under which the Licensed Patents may be included in the Zymeworks Patent Rights (as defined in the Partner Agreement) under the Partner Agreement.

¹ Personal Information – Contact Information.

² Competitive Information – Discovery Information.

³ Competitive Information – Discovery Information.

⁴ Competitive Information – Discovery Information.

⁵ Competitive Information – Discovery Information.

⁶ Competitive Information – Discovery Information.

⁷ Competitive Information – Discovery Information.

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, Zymeworks and Partner hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Letter Agreement, whether used in the singular or plural, shall have the meanings specified in this Section 1 or elsewhere in this Letter Agreement. Any capitalized terms not otherwise defined in this Letter Agreement shall have the meaning given thereto in the Partner Agreement.

a. **“Affiliate”** of a party means any entity controlling, controlled by or under common control with such Party only for so long as such control exists, and the term “control,” as used in this definition, means owning, directly or indirectly, fifty percent (50%) or more of the voting stock or shares of an entity or having otherwise the power to govern the management. With respect to [...***...]⁸ the term “Affiliates” shall not include [...***...]⁹ and its Affiliates. For the purpose of this Agreement, [...***...]¹⁰ and its subsidiaries under its control shall not be deemed to be [...***...]¹¹ Affiliates.

b. **“[...***...]¹² Term”** means the period commencing on [...***...]¹³ and continuing in full force until expiration or abandonment of the last [...***...]¹⁴ Valid Claim, unless otherwise earlier terminated under the [...***...]¹⁵ Agreement.

c. **“[...***...]¹⁶ Valid Claim”** means any claim of a pending patent application, or an issued and unexpired patent within the Licensed Patents, (i) which has not lapsed, been revoked or abandoned or held unenforceable or invalid by a decision of a court or other competent governmental authority of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal, and (ii) which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise. A claim within a pending patent application that has been pending issuance for more than [...***...]¹⁷ years from the date of filing of the earliest patent application to which such pending patent application is entitled to claim priority shall not be a [...***...]¹⁸ Valid Claim, unless and until it issues, in each case, in the applicable jurisdiction.

⁸ Competitive Information – Discovery Information.

⁹ Competitive Information – Discovery Information.

¹⁰ Competitive Information – Discovery Information.

¹¹ Competitive Information – Discovery Information.

¹² Competitive Information – Discovery Information.

¹³ Competitive Information – Discovery Information.

¹⁴ Competitive Information – Discovery Information.

¹⁵ Competitive Information – Discovery Information.

¹⁶ Competitive Information – Discovery Information.

¹⁷ Competitive Information – Commercially Sensitive Terms.

¹⁸ Competitive Information – Discovery Information.

d. **“Field”** means that portion of the following field of use that is included in the definition of the Field in the Partner Agreement: [...***...]¹⁹.

e. **“Licensed Patents”** means the claims within the patents and applications listed on Exhibit A hereto and any patents and applications claiming priority thereto including but not limited to foreign counterparts, provisional applications, substitutions, continuations, continuations-in-part, divisional applications and renewals, all letters patent or certificates of invention granted thereon, reissues, re-examinations, term restorations, extensions thereof in any country, in each case that cover [...***...]²⁰. For clarity, the aforementioned claims, patents and applications shall exclude those that do not cover [...***...]²¹.

f. **“Sublicensed Product”** means a Product (as defined in the Partner Agreement) containing [...***...]²² and (ii) the research, development, manufacture, use, import, sale or otherwise exploitation of which, but for the license under the Zymeworks’ IP granted under the Partner Agreement together with the sublicense under the Licensed Patents granted under this Letter Agreement, would infringe the Zymeworks IP.

g. **“Sublicensee”** means, individually and collectively, Partner’s sublicensee(s) to which it grants a sublicense under the Licensed Patents in accordance with this Letter Agreement.

h. **“Zymeworks’ IP”** means the patents listed on Exhibit B hereto and any patents and applications claiming priority thereto, including but not limited to foreign counterparts, continuations, divisions, reissues and term extensions thereof.

2. **Inclusion of Licensed Patents in the Partner Agreement.**

a. **Rights to Licensed Patents.** Notwithstanding anything in the Partner Agreement to the contrary, the Licensed Patents will be included in the Zymeworks Patent Rights under the Partner Agreement, subject to the terms and conditions of this Letter Agreement. The sublicense under the Licensed Patents that is granted to Partner as a result of the foregoing inclusion of the Licensed Patents in the Zymeworks Patent Rights shall be limited to the License included in the Partner Agreement, and this Letter Agreement shall not expand the scope or term of such License, other than to include the Licensed Patents as set out in this Letter Agreement. Further, with respect to the Licensed Patents, the License under the Licensed Patents shall be limited to the right to research, develop, manufacture, use, import, sell and otherwise exploit Sublicensed Products in the Field within the Territory.

¹⁹ Competitive Information – Commercially Sensitive Terms.

²⁰ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²² Competitive Information – Discovery Information and Commercially Sensitive Terms.

b. **Sublicensing Rights.** Partner has the right to grant non-exclusive and non-transferable sublicenses (through multiple tiers), under the Licensed Patents only together with all or any portion of the Zymeworks' IP to research, develop, manufacture, use, import, sell and otherwise exploit the Sublicensed Products in the Field within the Territory; provided that any such sublicense shall be consistent with and shall not exceed the scope or term of the License granted to Partner in the Partner Agreement. Each agreement pursuant to which Partners grants a sublicense under the Licensed Patents to a Sublicensee must (a) be subject to terms as necessary to enable Partner to comply with the applicable terms and conditions of this Letter Agreement, (b) be consistent with the terms and conditions of this Letter Agreement, (c) not in any way diminish, reduce or eliminate any of Partner's obligations under this Letter Agreement, and (d) impose on such Sublicensee obligations corresponding to all applicable obligations under the terms of this Letter Agreement.

c. **Non-Transferable.** The sublicense granted to Partner under the Licensed Patents and each sublicense that Partner further grants thereunder shall be transferrable, solely if such transfer occurs (a) as a result of the merger, consolidation, or acquisition to which Partner (or the applicable Sublicensee) is a party, and (b) only together with and at the same time of the transfer of Partner's (or such Sublicensee's, as applicable) license under all or any portion of the Zymeworks IP included in Zymeworks Patent Rights granted pursuant to the Partner Agreement.

d. **No Other Grant of Rights.** For clarity, the license granted to Partner under the Licensed Patents shall exclude the license to research, develop, manufacture, use, import, sell and otherwise exploit any products (a) containing [...***...]²³, or (b) containing [...***...]²⁴ claimed in the Licensed Patents. Further, Partner shall not have any rights, including to receive information, with respect to the filings, prosecution, maintenance, enforcement or defense of the Licensed Patents.

3. **Notification of Commercial Sublicenses.** Partner shall provide Zymeworks with prompt (and in any event within [...***...]²⁵ of executing such sublicense) written notice of the name and an address of each further Sublicensee to which it grants a sublicense under the Licensed Patents (including through multiple tiers) that includes the right to sell or otherwise commercially exploit any Sublicensed Product in the Field within the Territory.

4. **Notification of New Products.** During the [...***...]²⁶ Term, Partner shall provide Zymeworks with a written notice containing the INN or USAN for each Sublicensed Product of Partner, its Affiliate, and Sublicensee promptly after the relevant INN or USAN for such Sublicensed Product is provided, whichever is provided earlier.

²³ Competitive Information – Commercially Sensitive Terms.

²⁴ Competitive Information – Commercially Sensitive Terms.

²⁵ Competitive Information – Commercially Sensitive Terms.

²⁶ Competitive Information – Discovery Information.

5. **Termination for Patent Challenges.** Notwithstanding anything in the Partner Agreement to the contrary, during the [...***...]²⁷ Term, Partner shall not and shall cause its Sublicensees not to challenge the validity of any of the Licensed Patents in any manner including without limitation, by initiating procedures at competent government agencies, including without limitation, inter partes review (IPR) and post-grant review (PGR) as well as declaratory judgements, provided that Partner or Sublicensees may bring such a challenge as a defense to a claim by [...***...]²⁸ or its Affiliate that Partner or such Sublicensee is infringing the Licensed Patents).

6. **Term; Termination.** If Partner, or its Sublicensee, breaches Section 5, then Zymeworks, at its discretion, may give notice to Partner that Zymeworks will terminate this Letter Agreement, and any and all licenses and rights under the Licensed Patents under the Partner Agreement, unless such challenge or assertion is withdrawn, abandoned, or terminated (as appropriate) within twenty (20) days from the date of such notice. In the event that Partner or the relevant Sublicensee does not withdraw, abandon or terminate (as appropriate) such challenge or assertion within such twenty (20)-day period, Zymeworks may terminate this Letter Agreement and all licenses and rights granted to Partner under the Licensed Patents (and all sublicenses thereunder). Further, any material breach (including without limitation, breach of Section 2, 3, or 4) of this Letter Agreement by Partner shall be a material breach of the Partner Agreement and, without limiting any rights or remedies under the Partner Agreement, shall permit Zymeworks to terminate this Letter Agreement and exclude the Licensed Patents from the Zymeworks Patent Rights upon forty-five (45) days prior written notice to Partner, if such breach is not cured during such notice period. This Letter Agreement shall expire upon the expiration of the [...***...]²⁹ Term.

7. **Effect of Expiration or Termination of the [...***...]³⁰ Agreement or the Partner Agreement.** The expiration or termination of the [...***...]³¹ Agreement or the Partner Agreement shall automatically terminate this Letter Agreement and any sublicenses or rights granted to Partner under the Licensed Patents hereunder or thereunder.

8. **Miscellaneous.** The Partner Agreement shall remain in full force and effect as amended and clarified by this Letter Agreement. In the event of a conflict between the Partner Agreement and this Letter Agreement, this Letter Agreement shall control; otherwise, this Letter Agreement, and Partner's development, manufacture, and commercialization of Sublicensed Products, shall be subject to the terms and conditions of the Partner Agreement, including, without limitation, the indemnification, payment and reporting obligations set forth therein.

²⁷ Competitive Information – Discovery Information.

²⁸ Competitive Information – Discovery Information.

²⁹ Competitive Information – Discovery Information.

³⁰ Competitive Information – Discovery Information.

³¹ Competitive Information – Discovery Information.

If the foregoing is acceptable, please execute and return a signed copy of this Letter Agreement, whereupon the terms in this Letter Agreement will be effective as of the date of the last signature below.

Sincerely,

ZYMEWORKS INC.

By: /s/ Ali Tehrani

Name: Dr. Ali Tehrani

Title: CEO

Agreed to and acknowledged, this 7th day of October, 2020:

BEIGENE, LTD.

By: /s/ Scott A. Samuels

Name: Scott A. Samuels

Title: SVP, General Counsel

CC:

BeiGene, Ltd.

55 Cambridge Parkway, Suite 700W

Cambridge, MA 02142

Attn: Senior Vice President, General Counsel

[...***...] ³²

Wilson Sonsini Goodrich & Rosati

28 State Street, 37th Floor

Boston, MA 02109

Attn: Farah B. Gerdes, Esq.

[...***...] ³³

³² Personal Information – Contact Information.

³³ Personal Information – Contact Information.

Exhibit A
Licensed Patents

[...***...]³⁴

³⁴ Competitive Information – Discovery Information and Commercially Sensitive Terms.

Exhibit B

Zymeworks' IP

Patents

[...***...]³⁵

³⁵ Competitive Information – Discovery Information and Commercially Sensitive Terms.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...*...]”.**

September 17, 2020

VIA E-MAIL

BeiGene, Ltd.
c/o Mourant Ozannes Corporate Services (Cayman) Limited Avenue
94 Solaris Avenue
Camana Bay
Grand Cayman, KY1-1108,
Cayman Islands
Attention: Chairman and Chief Executive Officer
[...***...]¹

Re: Sublicensing Obligations under the [...*...]² Agreement (as defined below)**

Dear Mr. Oyler:

As you are aware, Zymeworks Inc. (“**Zymeworks**”) and BeiGene, Ltd. (“**Partner**”) are parties to that certain Research and License Agreement relating to the Azymetric™ and EFECT™ platforms, dated November 26, 2018 (the “**Partner Agreement**”).

Zymeworks is also a party to a certain Patent License Agreement dated [...***...]³ (the “[...***...]⁴ **Agreement**”) with [...***...]⁵ (“[...***...]⁶”), pursuant to which Zymeworks has obtained a license under certain Licensed Patents (as defined below) from [...***...]⁷. This letter (“**Letter Agreement**”) serves to set forth the terms and conditions under which the Licensed Patents may be included in the Zymeworks Patent Rights (as defined in the Partner Agreement) under the Partner Agreement.

¹ Personal Information – Contact Information.

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⁶ Competitive Information – Discovery Information.

⁷ Competitive Information – Discovery Information.

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, Zymeworks and Partner hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Letter Agreement, whether used in the singular or plural, shall have the meanings specified in this Section 1 or elsewhere in this Letter Agreement. Any capitalized terms not otherwise defined in this Letter Agreement shall have the meaning given thereto in the Partner Agreement.

a. **“Affiliate”** of a party means any entity controlling, controlled by or under common control with such Party only for so long as such control exists, and the term “control,” as used in this definition, means owning, directly or indirectly, fifty percent (50%) or more of the voting stock or shares of an entity or having otherwise the power to govern the management. With respect to [...***...]⁸ the term “Affiliates” shall not include [...***...]⁹ and its Affiliates. For the purpose of this Agreement, [...***...]¹⁰ and its subsidiaries under its control shall not be deemed to be [...***...]¹¹ Affiliates.

b. **“[...***...]¹² Term”** means the period commencing on [...***...]¹³ and continuing in full force until expiration or abandonment of the last [...***...]¹⁴ Valid Claim, unless otherwise earlier terminated under the [...***...]¹⁵ Agreement.

c. **“[...***...]¹⁶ Valid Claim”** means any claim of a pending patent application, or an issued and unexpired patent within the Licensed Patents, (i) which has not lapsed, been revoked or abandoned or held unenforceable or invalid by a decision of a court or other competent governmental authority of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal, and (ii) which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise. A claim within a pending patent application that has been pending issuance for more than [...***...]¹⁷ years from the date of filing of the earliest patent application to which such pending patent application is entitled to claim priority shall not be a [...***...]¹⁸ Valid Claim, unless and until it issues, in each case, in the applicable jurisdiction.

⁸ Competitive Information – Discovery Information.

⁹ Competitive Information – Discovery Information.

¹⁰ Competitive Information – Discovery Information.

¹¹ Competitive Information – Discovery Information.

¹² Competitive Information – Discovery Information.

¹³ Competitive Information – Discovery Information.

¹⁴ Competitive Information – Discovery Information.

¹⁵ Competitive Information – Discovery Information.

¹⁶ Competitive Information – Discovery Information.

¹⁷ Competitive Information – Commercially Sensitive Terms.

¹⁸ Competitive Information – Discovery Information.

d. **“Field”** means that portion of the following field of use that is included in the definition of the Field in the Partner Agreement: [...***...]¹⁹.

e. **“Licensed Patents”** means the claims within the patents and applications listed on Exhibit A hereto and any patents and applications claiming priority thereto including but not limited to foreign counterparts, provisional applications, substitutions, continuations, continuations-in-part, divisional applications and renewals, all letters patent or certificates of invention granted thereon, reissues, re-examinations, term restorations, extensions thereof in any country, in each case that cover [...***...]²⁰. For clarity, the aforementioned claims, patents and applications shall exclude those that do not cover [...***...]²¹.

f. **“Sublicensed Product”** means a Product (as defined in the Partner Agreement) containing [...***...]²² and (ii) the research, development, manufacture, use, import, sale or otherwise exploitation of which, but for the license under the Zymeworks’ IP granted under the Partner Agreement together with the sublicense under the Licensed Patents granted under this Letter Agreement, would infringe the Zymeworks IP.

g. **“Sublicensee”** means, individually and collectively, Partner’s sublicensee(s) to which it grants a sublicense under the Licensed Patents in accordance with this Letter Agreement.

h. **“Zymeworks’ IP”** means the patents listed on Exhibit B hereto and any patents and applications claiming priority thereto, including but not limited to foreign counterparts, continuations, divisions, reissues and term extensions thereof.

2. **Inclusion of Licensed Patents in the Partner Agreement.**

a. **Rights to Licensed Patents.** Notwithstanding anything in the Partner Agreement to the contrary, the Licensed Patents will be included in the Zymeworks Patent Rights under the Partner Agreement, subject to the terms and conditions of this Letter Agreement. The sublicense under the Licensed Patents that is granted to Partner as a result of the foregoing inclusion of the Licensed Patents in the Zymeworks Patent Rights shall be limited to the Commercial License included in the Partner Agreement, and this Letter Agreement shall not expand the scope or term of such Commercial License, other than to include the Licensed Patents as set out in this Letter Agreement. Further, with respect to the Licensed Patents, the Commercial License under the Licensed Patents shall be limited to the right to research, develop, manufacture, use, import, sell and otherwise exploit Sublicensed Products in the Field within the Territory.

¹⁹ Competitive Information – Commercially Sensitive Terms.

²⁰ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²² Competitive Information – Discovery Information and Commercially Sensitive Terms.

b. **Sublicensing Rights.** Partner has the right to grant non-exclusive and non-transferable sublicenses (through multiple tiers), under the Licensed Patents only together with all or any portion of the Zymeworks' IP to research, develop, manufacture, use, import, sell and otherwise exploit the Sublicensed Products in the Field within the Territory; provided that any such sublicense shall be consistent with and shall not exceed the scope or term of the Commercial License granted to Partner in the Partner Agreement. Each agreement pursuant to which Partners grants a sublicense under the Licensed Patents to a Sublicensee must (a) be subject to terms as necessary to enable Partner to comply with the applicable terms and conditions of this Letter Agreement, (b) be consistent with the terms and conditions of this Letter Agreement, (c) not in any way diminish, reduce or eliminate any of Partner's obligations under this Letter Agreement, and (d) impose on such Sublicensee obligations corresponding to all applicable obligations under the terms of this Letter Agreement.

c. **Non-Transferable.** The sublicense granted to Partner under the Licensed Patents and each sublicense that Partner further grants thereunder shall be transferrable, solely if such transfer occurs (a) as a result of the merger, consolidation, or acquisition to which Partner (or the applicable Sublicensee) is a party, and (b) only together with and at the same time of the transfer of Partner's (or such Sublicensee's, as applicable) license under all or any portion of the Zymeworks IP included in Zymeworks Patent Rights granted pursuant to the Partner Agreement.

d. **No Other Grant of Rights.** For clarity, the license granted to Partner under the Licensed Patents shall exclude the license to research, develop, manufacture, use, import, sell and otherwise exploit any products (a) containing [...***...]²³, or (b) containing [...***...]²⁴ claimed in the Licensed Patents. Further, Partner shall not have any rights, including to receive information, with respect to the filings, prosecution, maintenance, enforcement or defense of the Licensed Patents.

3. **Notification of Commercial Sublicenses.** Partner shall provide Zymeworks with prompt (and in any event within [...***...]²⁵ of executing such sublicense) written notice of the name and an address of each further Sublicensee to which it grants a sublicense under the Licensed Patents (including through multiple tiers) that includes the right to sell or otherwise commercially exploit any Sublicensed Product in the Field within the Territory.

4. **Notification of New Products.** During the [...***...]²⁶ Term, Partner shall provide Zymeworks with a written notice containing the INN or USAN for each Sublicensed Product of Partner, its Affiliate, and Sublicensee promptly after the relevant INN or USAN for such Sublicensed Product is provided, whichever is provided earlier.

²³ Competitive Information – Commercially Sensitive Terms.

²⁴ Competitive Information – Commercially Sensitive Terms.

²⁵ Competitive Information – Commercially Sensitive Terms.

²⁶ Competitive Information – Discovery Information.

5. **Termination for Patent Challenges.** Notwithstanding anything in the Partner Agreement to the contrary, during the [...***...]²⁷ Term, Partner shall not and shall cause its Sublicensees not to challenge the validity of any of the Licensed Patents in any manner including without limitation, by initiating procedures at competent government agencies, including without limitation, inter partes review (IPR) and post-grant review (PGR) as well as declaratory judgements, provided that Partner or Sublicensees may bring such a challenge as a defense to a claim by [...***...]²⁸ or its Affiliate that Partner or such Sublicensee is infringing the Licensed Patents).

6. **Term; Termination.** If Partner, or its Sublicensee, breaches Section 5, then Zymeworks, at its discretion, may give notice to Partner that Zymeworks will terminate this Letter Agreement, and any and all licenses and rights under the Licensed Patents under the Partner Agreement, unless such challenge or assertion is withdrawn, abandoned, or terminated (as appropriate) within twenty (20) days from the date of such notice. In the event that Partner or the relevant Sublicensee does not withdraw, abandon or terminate (as appropriate) such challenge or assertion within such twenty (20)-day period, Zymeworks may terminate this Letter Agreement and all licenses and rights granted to Partner under the Licensed Patents (and all sublicenses thereunder). Further, any material breach (including without limitation, breach of Section 2, 3, or 4) of this Letter Agreement by Partner shall be a material breach of the Partner Agreement and, without limiting any rights or remedies under the Partner Agreement, shall permit Zymeworks to terminate this Letter Agreement and exclude the Licensed Patents from the Zymeworks Patent Rights upon forty-five (45) days prior written notice to Partner, if such breach is not cured during such notice period. This Letter Agreement shall expire upon the expiration of the [...***...]²⁹ Term.

7. **Effect of Expiration or Termination of the [...***...]³⁰ Agreement or the Partner Agreement.** The expiration or termination of the [...***...]³¹ Agreement or the Partner Agreement shall automatically terminate this Letter Agreement and any sublicenses or rights granted to Partner under the Licensed Patents hereunder or thereunder.

8. **Miscellaneous.** The Partner Agreement shall remain in full force and effect as amended and clarified by this Letter Agreement. In the event of a conflict between the Partner Agreement and this Letter Agreement, this Letter Agreement shall control; otherwise, this Letter Agreement, and Partner's development, manufacture, and commercialization of Sublicensed Products, shall be subject to the terms and conditions of the Partner Agreement, including, without limitation, the indemnification, payment and reporting obligations set forth therein.

²⁷ Competitive Information – Discovery Information.

²⁸ Competitive Information – Discovery Information.

²⁹ Competitive Information – Discovery Information.

³⁰ Competitive Information – Discovery Information.

³¹ Competitive Information – Discovery Information.

If the foregoing is acceptable, please execute and return a signed copy of this Letter Agreement, whereupon the terms in this Letter Agreement will be effective as of the date of the last signature below.

Sincerely,

ZYMEWORKS INC.

By: /s/ Ali Tehrani
Name: Dr. Ali Tehrani
Title: CEO

Agreed to and acknowledged, this 7th day of October, 2020:

BEIGENE, LTD.

By: /s/ Scott A. Samuels
Name: Scott A. Samuels
Title: SVP, General Counsel

CC:

BeiGene, Ltd.
55 Cambridge Parkway, Suite 700W
Cambridge, MA 02142
Attn: Senior Vice President, General Counsel
[...***...]³²

Wilson Sonsini Goodrich & Rosati
28 State Street, 37th Floor
Boston, MA 02109
Attn: Farah B. Gerdes, Esq.
[...***...]³³

³² Personal Information – Contact Information.

³³ Personal Information – Contact Information.

Exhibit A

Licensed Patents

[...***...]³⁴

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Exhibit B

Zymeworks' IP

Patents

[...***...]³⁵

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April 20, 2021

VIA E-MAIL

Celgene Corporation
86 Morris Avenue
Summit, NJ 07901
United States of America
ATTN: SVP of Business Development / General Counsel

Celgene Alpine Investment Co. LLC
1 Route de Perreux
2017 Boudry
Switzerland
ATTN: Legal / Finance

Re: Sublicensing Obligations under the [...*...]¹ Agreement (as defined below)**

To Whom It May Concern:

As you are aware, Zymeworks Inc. (“**Zymeworks**”), Celgene Corporation (“**Celgene Corp.**”), and Celgene Alpine Investment Co. LLC (“**Celgene Alpine**” and together with Celgene Corp., “**Partner**”) are parties to that certain Collaboration Agreement, dated December 23, 2014, as amended on May 29, 2017, March 31, 2010, and June 22, 2020 (the “**Partner Agreement**”).

Zymeworks is also a party to a certain Patent License Agreement dated [...***...]² (the “[...***...]³ **Agreement**”) with [...***...]⁴ (“[...***...]⁵”), pursuant to which Zymeworks has obtained a license under certain Licensed Patents (as defined below) from [...***...]⁶. This letter (“**Letter Agreement**”) serves to set forth the terms and conditions under which the Licensed

¹ Competitive Information – Discovery Information.

² Competitive Information – Discovery Information.

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Patents may be included in the Zymeworks Patent Rights (as defined in the Partner Agreement) under the Partner Agreement.

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, Zymeworks and Partner hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Letter Agreement, whether used in the singular or plural, shall have the meanings specified in this Section 1 or elsewhere in this Letter Agreement. Any capitalized terms not otherwise defined in this Letter Agreement shall have the meaning given thereto in the Partner Agreement.

a. **“Affiliate”** of a party means any entity controlling, controlled by or under common control with such Party only for so long as such control exists, and the term “control,” as used in this definition, means owning, directly or indirectly, fifty percent (50%) or more of the voting stock or shares of an entity or having otherwise the power to govern the management. With respect to [...***...]⁷ the term “Affiliates” shall not include [...***...]⁸ and its Affiliates. For the purpose of this Agreement, [...***...]⁹ and its subsidiaries under its control shall not be deemed to be [...***...]¹⁰ Affiliates.

b. **“[...***...]¹¹ Term”** means the period commencing on [...***...]¹² and continuing in full force until expiration or abandonment of the last [...***...]¹³ Valid Claim, unless otherwise earlier terminated under the [...***...]¹⁴ Agreement.

c. **“[...***...]¹⁵ Valid Claim”** means any claim of a pending patent application, or an issued and unexpired patent within the Licensed Patents, (i) which has not lapsed, been revoked or abandoned or held unenforceable or invalid by a decision of a court or other competent governmental authority of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal, and (ii) which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise. A claim within a pending patent application that has been pending issuance for more than [...***...]¹⁶ years from the date of filing of the earliest patent application to which such pending patent application is entitled to claim priority shall not be a [...***...]¹⁷ Valid Claim, unless and until it issues, in each case, in the applicable jurisdiction.

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¹⁰ Competitive Information – Discovery Information.

¹¹ Competitive Information – Discovery Information.

¹² Competitive Information – Discovery Information.

¹³ Competitive Information – Discovery Information.

¹⁴ Competitive Information – Discovery Information.

¹⁵ Competitive Information – Discovery Information.

¹⁶ Competitive Information – Commercially Sensitive Terms.

¹⁷ Competitive Information – Discovery Information.

d. **“Field”** means that portion of the following field of use that is included in the definition of the Field for the Commercial License in the Partner Agreement: [...***...]¹⁸.

e. **“Licensed Patents”** means the claims within the patents and applications listed on Exhibit A hereto and any patents and applications claiming priority thereto including but not limited to foreign counterparts, provisional applications, substitutions, continuations, continuations-in-part, divisional applications and renewals, all letters patent or certificates of invention granted thereon, reissues, re-examinations, term restorations, extensions thereof in any country, in each case that cover [...***...]¹⁹. For clarity, the aforementioned claims, patents and applications shall exclude those that do not cover [...***...]²⁰.

f. **“Sublicensed Product”** means a Product (as defined in the Partner Agreement) containing [...***...]²¹ and (ii) the research, development, manufacture, use, import, sale or otherwise exploitation of which, but for the license under the Zymeworks’ IP granted under the Partner Agreement together with the sublicense under the Licensed Patents granted under this Letter Agreement, would infringe the Zymeworks IP.

g. **“Sublicensee”** means, individually and collectively, Partner’s sublicensee(s) to which it grants a sublicense under the Licensed Patents in accordance with this Letter Agreement.

h. **“Zymeworks’ IP”** means the patents listed on Exhibit B hereto and any patents and applications claiming priority thereto, including but not limited to foreign counterparts, continuations, divisions, reissues and term extensions thereof.

2. **Inclusion of Licensed Patents in the Partner Agreement.**

a. **Rights to Licensed Patents.** Notwithstanding anything in the Partner Agreement to the contrary, the Licensed Patents will be included in the Zymeworks Patent Rights under the Partner Agreement, subject to the terms and conditions of this Letter Agreement. The sublicense under the Licensed Patents that is granted to Partner as a result of the foregoing inclusion of the Licensed Patents in the Zymeworks Patent Rights shall be limited to the Commercial License included in the Partner Agreement, and this Letter Agreement shall not expand the scope or term of such Commercial License, other than to include the Licensed Patents as set out in this Letter Agreement. Further, with respect to the Licensed Patents, the Commercial License under the Licensed Patents shall be limited to the right to research, develop, manufacture, use, import, sell and otherwise exploit Sublicensed Products in the Field within the Territory.

¹⁸ Competitive Information – Commercially Sensitive Terms.

¹⁹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²⁰ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

b. **Sublicensing Rights.** Partner has the right to grant non-exclusive and non-transferable sublicenses (through multiple tiers), under the Licensed Patents only together with all or any portion of the Zymeworks' IP to research, develop, manufacture, use, import, sell and otherwise exploit the Sublicensed Products in the Field within the Territory; provided that any such sublicense shall be consistent with and shall not exceed the scope or term of the Commercial License granted to Partner in the Partner Agreement. Each agreement pursuant to which Partners grants a sublicense under the Licensed Patents to a Sublicensee must (a) be subject to terms as necessary to enable Partner to comply with the applicable terms and conditions of this Letter Agreement, (b) be consistent with the terms and conditions of this Letter Agreement, (c) not in any way diminish, reduce or eliminate any of Partner's obligations under this Letter Agreement, and (d) impose on such Sublicensee obligations corresponding to all applicable obligations under the terms of this Letter Agreement.

c. **Non-Transferable.** The sublicense granted to Partner under the Licensed Patents and each sublicense that Partner further grants thereunder shall be transferrable, solely if such transfer occurs (a) as a result of the merger, consolidation, or acquisition to which Partner (or the applicable Sublicensee) is a party, and (b) only together with and at the same time of the transfer of Partner's (or such Sublicensee's, as applicable) license under all or any portion of the Zymeworks IP included in Zymeworks Patent Rights granted pursuant to the Partner Agreement.

d. **No Other Grant of Rights.** For clarity, the license granted to Partner under the Licensed Patents shall exclude the license to research, develop, manufacture, use, import, sell and otherwise exploit any products (a) containing [...***...]²², or (b) containing [...***...]²³ claimed in the Licensed Patents. Further, Partner shall not have any rights, including to receive information, with respect to the filings, prosecution, maintenance, enforcement or defense of the Licensed Patents.

3. **Notification of Commercial Sublicenses.** Partner shall provide Zymeworks with prompt (and in any event within [...***...]²⁴ of executing such sublicense) written notice of the name and an address of each further Sublicensee to which it grants a sublicense under the Licensed Patents (including through multiple tiers) that includes the right to sell or otherwise commercially exploit any Sublicensed Product in the Field within the Territory.

4. **Notification of New Products.** During the [...***...]²⁵ Term, Partner shall provide Zymeworks with a written notice containing the INN or USAN for each Sublicensed Product of Partner, its Affiliate, and Sublicensee promptly after the relevant INN or USAN for such Sublicensed Product is provided, whichever is provided earlier.

²² Competitive Information – Commercially Sensitive Terms.

²³ Competitive Information – Commercially Sensitive Terms.

²⁴ Competitive Information – Commercially Sensitive Terms.

²⁵ Competitive Information – Discovery Information.

5. **Termination for Patent Challenges.** Notwithstanding anything in the Partner Agreement to the contrary, during the [...***...]²⁶ Term, Partner shall not and shall cause its Sublicensees not to challenge the validity of any of the Licensed Patents in any manner including without limitation, by initiating procedures at competent government agencies, including without limitation, inter partes review (IPR) and post-grant review (PGR) as well as declaratory judgements, provided that Partner or Sublicensees may bring such a challenge as a defense to a claim by [...***...]²⁷ or its Affiliate that Partner or such Sublicensee is infringing the Licensed Patents).

6. **Term; Termination.** If Partner, or its Sublicensee, breaches Section 5, then Zymeworks, at its discretion, may give notice to Partner that Zymeworks will terminate this Letter Agreement, and any and all licenses and rights under the Licensed Patents under the Partner Agreement, unless such challenge or assertion is withdrawn, abandoned, or terminated (as appropriate) within twenty (20) days from the date of such notice. In the event that Partner or the relevant Sublicensee does not withdraw, abandon or terminate (as appropriate) such challenge or assertion within such twenty (20)-day period, Zymeworks may terminate this Letter Agreement and all licenses and rights granted to Partner under the Licensed Patents (and all sublicenses thereunder). Further, any material breach (including without limitation, breach of Section 2, 3, or 4) of this Letter Agreement by Partner shall be a material breach of the Partner Agreement and, without limiting any rights or remedies under the Partner Agreement, shall permit Zymeworks to terminate this Letter Agreement and exclude the Licensed Patents from the Zymeworks Patent Rights upon forty-five (45) days prior written notice to Partner, if such breach is not cured during such notice period. This Letter Agreement shall expire upon the expiration of the [...***...]²⁸ Term.

7. **Effect of Expiration or Termination of the [...***...]²⁹ Agreement or the Partner Agreement.** The expiration or termination of the [...***...]³⁰ Agreement or the Partner Agreement shall automatically terminate this Letter Agreement and any sublicenses or rights granted to Partner under the Licensed Patents hereunder or thereunder.

8. **Miscellaneous.** The Partner Agreement shall remain in full force and effect as amended and clarified by this Letter Agreement. In the event of a conflict between the Partner Agreement and this Letter Agreement, this Letter Agreement shall control; otherwise, this Letter Agreement, and Partner's development, manufacture, and commercialization of Sublicensed Products, shall be subject to the terms and conditions of the Partner Agreement, including, without limitation, the indemnification, payment and reporting obligations set forth therein.

²⁶ Competitive Information – Discovery Information.

²⁷ Competitive Information – Discovery Information.

²⁸ Competitive Information – Discovery Information.

²⁹ Competitive Information – Discovery Information.

³⁰ Competitive Information – Discovery Information.

If the foregoing is acceptable, please execute and return a signed copy of this Letter Agreement, whereupon the terms in this Letter Agreement will be effective as of the date of the last signature below.

Sincerely,

ZYMEWORKS INC.

By: /s/ Ali Tehrani
Name: Ali Tehrani
Title: CEO

Agreed to and acknowledged, this 20th day of April, 2021:

CELGENE CORPORATION

By: /s/ Ho Cho
Name: Ho Cho
Title: SVP, Discovery Therapeutics

CELGENE ALPINE INVESTMENT CO. LLC

By: /s/ Kevin Mello
Name: Kevin Mello
Title: Manager

CC:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 95070
Attention: Ian Edvalson
[...***...]³¹

³¹ Personal Information – Contact Information.

Exhibit A

Licensed Patents

[...***...]³²

³² Competitive Information – Discovery Information and Commercially Sensitive Terms.

Exhibit B

Zymeworks' IP

Patents

[...***...]³³

³³ Competitive Information – Discovery Information and Commercially Sensitive Terms.

FOURTH LEASE MODIFICATION AGREEMENT

THIS AGREEMENT (this “**Agreement**”) dated for reference the 7th day of May, 2021.

BETWEEN:

5th & MAIN PARTNERSHIP

(the “**Landlord**”)

AND:

ZYMEWORKS INC.

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated January 25, 2019 (the “**Original Lease**”), as modified and expanded by a letter agreement dated June 27, 2019 (the “**First Lease Modification Agreement**”), a lease expansion and modification agreement dated for reference April 16, 2020 (the “**Second Lease Modification Agreement**”, and as further modified and expanded by a lease modification agreement dated February 17, 2021 (the “**Third Lease Modification Agreement**”), between the Landlord and the Tenant, the Landlord demised and leased to the Tenant those certain premises (collectively, the “**Premises**”) comprising a portion of the second (2nd) floor and the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) floors of the Building having a civic address of 114 East 4th Avenue, Vancouver, British Columbia, as more particularly described in the Original Lease, as modified and expanded by the First Lease Modification Agreement, the Second Lease Modification Agreement and the Third Lease Modification Agreement (collectively, the “**Lease**”), upon the terms and conditions therein provided; and
- B. The Landlord and the Tenant wish to modify the Lease by, *inter alia*, extending the original dates contemplated therein for delivery of the Premises to the Tenant and completion of the Landlord’s Work, upon the terms and conditions herein provided.

IN CONSIDERATION of the mutual covenants and agreements and other provisions herein contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Landlord and the Tenant agree as follows:

1. DEFINED TERMS

1.1 Unless the context otherwise requires, capitalized terms which are used in this Agreement (including the recitals) and not otherwise defined herein have the meanings given to them by the Lease.

2. MODIFICATIONS TO LEASE

2.1 The Landlord and the Tenant hereby agree to the following modifications to the Lease:

- (a) the reference to “September 1, 2021” in the Lease Summary under the heading “Commencement Day” (Section 2.15) is hereby deleted and replaced with a reference to “**January 10, 2022**”;
- (b) the wording under the heading “Fixturing Period” in the Lease Summary is hereby deleted in its entirety and replaced with the following:

“Notwithstanding anything in the Lease to the contrary, the Fixturing Period is eight (8) months commencing **May 10, 2021**, until **January 10, 2022**. For all purposes of this Lease, the deemed delivery date of possession of the Premises will be **May 10, 2021**. As soon as reasonably practical the Landlord, the Tenant and the Tenant’s contractor shall conduct an inspection of the Premises including in respect of the work outlined in Schedule A attached hereto (the “**Concurrent Landlord’s Work**”) in accordance with Section 3 of Schedule G1 of this Lease (to the extent any of such Concurrent Landlord’s Work has been substantially completed); provided, however, that, in respect solely of the Concurrent Landlord’s Work, the Tenant and the Tenant’s contractor shall conduct a further inspection of the Concurrent Landlord’s Work (in addition to the inspection contemplated in the first sentence of Section 3 of Schedule G1) upon the day that the Landlord notifies the Tenant that the Concurrent Landlord’s Work has been substantially completed. Following such inspection, the Tenant shall deliver to the Landlord a written punch-list of all deficiencies and finish work needed to bring the Landlord’s Concurrent Work into the condition required by the description of the Landlord’s Work and the Lease and the Landlord shall substantially repair all punch-list items in respect of the Concurrent Landlord’s Work prior to the Commencement Date failing which the Commencement Date will be delayed until such punch list items have been substantially repaired. Notwithstanding the foregoing, if the Landlord, in its sole discretion, provides early access of the Premises to the Tenant, the Fixturing Period will be extended accordingly, such that it nevertheless expires on **January 10, 2022**.”;

- (c) the reference to “January 1, 2021” in Subsection 4.1(d) of Schedule E is hereby deleted and replaced with a reference to “**May 10, 2021**”, and the reference to

“August 31, 2021” in Subsection 4.1(d) of Schedule E is hereby deleted and replaced with a reference to “**January 10, 2022**”.

- (d) the reference to “March 31, 2021” in Subsection 4.1 (e) of Schedule E is hereby deleted and replaced with a reference to “July 31, 2021”;
- (e) there shall be added to the end of Subsection 4.1(e) of Schedule E the following:

“Notwithstanding the foregoing:

- (i) the Landlord shall have priority access to the service elevator system for goods and materials deliveries between 7:30 a.m. to 11:30 a.m. Pacific Time each day (the “**Landlord’s Access Time**”);
- (ii) the Tenant shall have priority access to the service elevator system for goods and materials deliveries between 11:30 a.m. to 5:00 p.m. Pacific Time each day (the “**Tenant’s Access Time**”);
- (iii) the Tenant may request priority access to use the service elevator system during the Landlord’s Access Time provided that the Tenant gives the Landlord not less than forty-eight (48) hours’ prior notice of such request and such priority use by the Tenant is approved by the Landlord’s base building general contractor, acting reasonably, and will not unduly interfere with or impede the completion of the Landlord’s work including any of the Concurrent Landlord’s Work;
- (iv) the Landlord may request priority access to use the service elevator system during the Tenant’s Access Time provided that the Landlord gives the Tenant not less than forty-eight (48) hours’ prior notice of such request and such priority use by the Landlord is approved by the Tenant’s base building general contractor, acting reasonably, and will not unduly interfere with or impede the completion of the Tenant’s Work; and
- (v) during the Fixturing Period the Landlord will erect hoarding solely within the space for Landlord’s hoarding depicted in Appendix 1 to Schedule A attached hereto.

Notwithstanding the foregoing, the Landlord and the Tenant agree that the service elevator system will be shared by the Landlord and the Tenant for the vertical movement of people at all times, unless there is a delivery of goods and materials scheduled and/or underway during either party’s respective priority access time, in which case, the party entitled to priority

use of the service elevator system will be granted priority over the use of the said system during such time.”

(f) a new Subsection (f) shall be added to Section 4.1 of Schedule E as follows:

“(f) The Tenant will be provided with seven (7) days’ prior notice of any required testing of the base building, including testing for the fire alarm system and/or sprinkler system, in connection with the Landlord’s building occupancy permit.”;

(g) a new Subsection (g) shall be added to Section 4.1 of Schedule E as follows:

“(g) Notwithstanding anything in this Section 4.1 of Schedule E to the contrary, except in the case of emergency, the Tenant will be provided with forty-eight (48) hours’ prior notice of any entry and/or access into the Premises by or on behalf of the Landlord and/or its contractors whether for the purposes of carrying out the Concurrent Landlord’s Work therein or otherwise.”; and

(h) Sections 18.1 and 18.2 under Article 18 of Schedule E entitled “Termination re: Permitting” are hereby deleted in their entirety and shall be of no further force or effect.

3. EFFECT ON LEASE

3.1 Subject to the terms and conditions of this Agreement, this Agreement is expressly made a part of the Lease to the same extent as if incorporated therein, *mutatis mutandis*, and the parties agree that all agreements, covenants, conditions, and provisos contained in the Lease, except as modified or otherwise provided herein, shall be and remain unaltered and in full force and effect during the Term. The Landlord and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the Landlord and the Tenant under the Lease as modified hereby. The Landlord and the Tenant hereby confirm and ratify the Lease as hereby modified.

4. COSTS

4.1 The Landlord and the Tenant agree that they shall each bear their own costs and expenses in relation to the drafting, review and execution of this Agreement.

5. GENERAL

5.1 Time is of the essence hereof.

5.2 It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement, whether express or implied, collateral or otherwise, either oral or written, except for those set forth in this Agreement.

5.3 This Agreement may be executed by personal delivery, facsimile transmission, or scanned PDF by email and in counterparts with the same effect as if all parties to this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the day and year first above written.

5TH & MAIN PARTNERSHIP ZYMEWORKS INC.

Per: /s/ Judy Leung Per: /s/ Neil A. Klompas
Authorized Signatory Authorized Signatory
Print Name: Judy Leung Print Name: Neil A. Klompas

SCHEDULE "A"
CONCURRENT LANDLORD'S WORK

Concurrent Landlord's Work inside of the Premises shall include, without limitation, the following:

1. Elevator Installations & Elevator Lobby Finishes;
2. Window Covering Installations;
3. Miscellaneous Washroom accessories;
4. Mechanical & Electrical panels and Verifications, Balancing and Commissioning and the related work;
5. L1 & L2 Interconnected Stair Installation.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...*...]”.**

**CONFIDENTIAL
ZYME MAY 13, 2021**

**SECOND AMENDMENT TO
COLLABORATION AGREEMENT**

This Second Amendment (the “**Amendment**”) to the Agreement (as defined below), is entered into as of June 2, 2021 (the “**Second Amendment Effective Date**”), by and between **Zymeworks Inc.**, a corporation organized and existing under the laws of British Columbia (“**Zymeworks**”), having a place of business at 540-1385 West 8th Avenue, Vancouver, BC, Canada V6H 3V9, and **Beigene, Ltd.**, a Cayman Island exempted company incorporated with limited liability (“**BeiGene**”), having a place of business at c/o Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands. Zymeworks and BeiGene are each referred to individually as a “**Party**” and together as the “**Parties**”.

BACKGROUND

- A. Zymeworks and BeiGene entered into that certain License and Collaboration Agreement, dated November 26, 2018 and amended on May 25, 2020, pursuant to which BeiGene obtained an exclusive license under certain patents and know-how controlled by Zymeworks to develop and commercialize Zymeworks’ proprietary bispecific HER2 antibody-drug conjugate known as ZW49 in the Field in the Territory (the “**Agreement**”).
- B. Zymeworks is conducting clinical development of the Licensed Product outside the Territory and wishes to expand the scope of its clinical development of Licensed Product to include certain global clinical trials of the Licensed Product that include arms to investigate the use of the Licensed Product in combination with the Tisle Product (as defined below).
- C. BeiGene wishes for Zymeworks to conduct such clinical development and wishes to participate in such clinical development in the Territory, all as further described below.
- D. The Parties now desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein below, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows as of the Second Amendment Effective Date:

AGREEMENT

1. **Definitions.** Unless otherwise defined in this Amendment, initially capitalized terms used herein shall have the meanings given to them in the Agreement.
2. **Article 1. Definitions.** Article 1 of the Agreement is hereby amended as follows:
 - a) Section 1.6 of the Agreement is hereby deleted in its entirety and replaced with the following:

“**1.6 BeiGene IP**” means all Patent Rights and Know-How that (i) are Controlled by BeiGene as of the Effective Date or (ii) thereafter come into BeiGene’s Control independent of this Agreement, and in each case, that are generated, used or applied by or on behalf of BeiGene or its Affiliates or sublicensees in the Development, manufacture or Commercialization of Licensed Products, or otherwise cover the use of the Licensed Product in combination with Tisle Products.”
 - b) The following definitions are hereby added as Sections 1.73, 1.74 and 1.75, respectively, of the Agreement, and the current Section 1.72 (Additional Definitions) of the Agreement is hereby renumbered as Section 1.76 and the current Section 1.73 (Interpretation) of the Agreement is hereby renumbered as Section 1.77:

“**1.73 “Tisle”** means tislelizumab (BGB-A317), BeiGene’s proprietary humanized anti-PD-1 monoclonal antibody.

1.74 “Tisle Combination Studies” means any and all Clinical Trials set forth in the Global Development Plan, which are Clinical Trials that include sites in the Territory and investigate the use of the Licensed Product in combination with a Tisle Product.”

1.75 “Tisle Product” means any pharmaceutical that contains, incorporates or comprises Tisle, as the sole Active Ingredient, in any presentation, formulation or dosage form.”
3. **Section 2.1. License Grants to BeiGene.** The following sentence is hereby added to the end of Section 2.1 of the Agreement:

“Subject to the terms and conditions of this Agreement, Zymeworks hereby grants to BeiGene a non-exclusive license, with the right to grant sublicenses solely in accordance with Section 2.2, under the Zymeworks Collaboration IP that arises from the Tisle Combination Studies and covers (i) the use of the Licensed Product in combination with Tisle Products, or (ii) the use of Tisle Products, alone or in combination with any other Active Ingredient, solely to apply for Regulatory Approval for, and to distribute, use, sell, offer for sale, import and otherwise commercialize, Tisle Product worldwide.”
4. **Section 2.3. Retained Rights.** Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“**2.3 Retained Rights.**

(a) Notwithstanding the exclusive nature of the License, Zymeworks expressly retains the rights to use the Zymeworks IP in the Field in the Territory in order to (i) perform its obligations

under this Agreement, (ii) to conduct research and Development activities that are assigned to Zymeworks under the Global Development Plan and otherwise to the extent permitted by this Agreement solely to support Commercialization outside of the Territory, and (iii) [...***...]¹, in each case whether directly or through its Affiliates, licensees or contractors. For clarity, Zymeworks retains the exclusive right to practice, license and otherwise exploit the Zymeworks IP outside the scope of the License. Without limiting the generality of the foregoing sentence, Zymeworks retains, as between the Parties, the exclusive right to [...***...]².

(b) As between the Parties, BeiGene retains the exclusive right to commercialize Tisle Products, including for use in combination with Licensed Products and other therapies; provided that [...***...].³

5. **Section 5.2. Global Development Plan.** The following new Section 5.2(d) is hereby appended to Section 5.2 of the Agreement to the end thereof:

“(d) The Global Development Plan is hereby amended to add the Tisle Combination Study described on Exhibit A hereto (the “**Initial Tisle Combination Study**”), which Exhibit A shall be amended by Zymeworks as it finalizes the plan and protocol for the Initial Tisle Combination Study or plans further Tisle Combination Studies, in each case subject to review, discussion and approval by the JSC in accordance with Section 3.2; provided, however, [...***...].⁴”

6. **Section 5.8. Data Exchange and Use.** The following language is hereby added at the end of Section 5.8 of the Agreement:

“Without limiting the foregoing, with respect to the Clinical Data from the Tisle Combination Studies, (a) Zymeworks, its Affiliates and licensees will have the right to use such Clinical Data in accordance with this Agreement and for purposes of Developing and seeking Regulatory Approval of Licensed Products for use in combination with Tisle Products outside the Territory; and (b) BeiGene, its Affiliates and licensees will have the right to use such Clinical Data for purposes of (i) Developing and Commercializing Licensed Product in the Territory in accordance with this Agreement, and (ii) seeking Regulatory Approvals of Tisle Products for use in combination with Licensed Products worldwide.”

7. **Section 6.1. Holder of Regulatory Approvals and Regulatory Submissions.** Section 6.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“**6.1 Holder of Regulatory Approvals and Regulatory Submissions.** BeiGene shall be the holder of Regulatory Approvals and Regulatory Submission for Licensed Products in the Field in the Territory [...***...].⁵ Zymeworks shall reasonably cooperate with BeiGene, at BeiGene’s request and expense, to enable BeiGene to obtain any or all such Regulatory Approvals and Regulatory Submissions. [...***...].⁶”

¹ Competitive Information – Commercially Sensitive Terms.

² Competitive Information – Commercially Sensitive Terms.

³ Competitive Information – Discovery Information and Commercially Sensitive Terms.

⁴ Competitive Information – Discovery Information and Commercially Sensitive Terms.

⁵ Competitive Information – Discovery Information and Commercially Sensitive Terms.

⁶ Competitive Information – Discovery Information and Commercially Sensitive Terms.

8. **Section 6.2. Review of Regulatory Submissions.** A new Section 6.2(e) is hereby added at the end of Section 6.2 of the Agreement as follows:

“(e) Without limiting the foregoing, Zymeworks will have the right to review BeiGene’s, and its sublicensees’ and licensees’, presentation of any Clinical Data from the Tisle Combination Studies that are included in BeiGene’s regulatory submissions for Tisle Products for use in combination with Licensed Products. Zymeworks will have the right to attend and participate in any meetings between BeiGene and Regulatory Authorities that discuss the use of Tisle in combination with ZW25; provided, for clarity, that Zymeworks will not have the right to attend any meetings between a Regulatory Authority and any of BeiGene’s Third Party licensees of the Tisle Product (or any of such licensee’s sublicensees). Similarly, BeiGene will have the right to review Zymeworks’ presentation of any Clinical Data from the Tisle Combination Studies included in Zymeworks’ Regulatory Submissions for the Licensed Product for use in combination with Tisle Product. BeiGene will have the right to attend and participate in any meetings between Zymeworks and Regulatory Authorities that discuss the use of Licensed Product in combination with Tisle Product; provided, for clarity, that BeiGene will not have the right to attend any meetings between a Regulatory Authority and any of Zymeworks’ Third Party licensees of the Licensed Products (or any of such licensee’s sublicensees). Accordingly each Party shall provide the other Party with a copy of all such regulatory submissions prepared by or on behalf of such Party at least [...***...]”⁷ prior to submission and shall consider in good faith any reasonable comments received from such other Party with respect thereto. In addition, each Party shall provide the other Party with notice no later than [...***...]”⁸ after receiving notice of any such meeting or discussion with any Regulatory Authority, and shall provide such other Party with a written summary of each such meeting or discussion in English promptly following such meeting or discussion.

9. **Section 6.3. Right of Reference.** Section 6.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.3 Right of Reference.

(a) Each Party hereby grants to the other Party the right of reference to all Regulatory Submissions pertaining to Licensed Products in the Field submitted by or on behalf of such Party or its Affiliates, solely to the extent reasonably necessary for the purposes set forth in this Section 6.3 and requested by such other Party. In addition, BeiGene hereby grants to Zymeworks the right of reference to all regulatory submissions pertaining to Tisle Products submitted by or on behalf of BeiGene or its Affiliates or licensees, solely to the extent reasonably necessary for the purposes set forth in this Section 6.3 and requested by Zymeworks.

(b) BeiGene may, itself or through its Affiliates, sublicensees and licensees, use such right of reference to Zymeworks’ Regulatory Submissions solely for the purposes of seeking, obtaining and maintaining Regulatory Approval and any pricing or reimbursement approvals, as applicable, of (i) Licensed Products in the Field in the Territory or (ii) Tisle Product for use in combination with the Licensed Product.

⁷ Competitive Information – Commercially Sensitive Terms.

⁸ Competitive Information – Commercially Sensitive Terms.

(c) Zymeworks may, itself or through its Affiliates and licensees, use such right of reference to BeiGene's Regulatory Submissions and Regulatory Approvals solely for the purpose of seeking, obtaining and maintaining Regulatory Approval of Licensed Products outside the Territory or, to the extent permitted pursuant to this Agreement, in the Territory. Without limiting the foregoing, Zymeworks may, itself or through its Affiliates and licensees, use such right of reference to BeiGene's regulatory submissions and Regulatory Approvals for Tisle Product (a) to support Regulatory Submissions for the Tisle Combination Studies outside of the Territory and, to the extent permitted, in the Territory—and (b) for the purpose of seeking, obtaining and maintaining Regulatory Approval of Licensed Products for use in combination with Tisle Product outside the Territory.

(d) The Party requesting such right of reference shall bear the reasonable costs and expenses of the other Party associated with providing the right of reference pursuant to this Section 6.3. Each Party will take such actions as may be reasonably requested by the other Party to give effect to the intent of this Section 6.3 and to give the other Party the benefit of the rights of reference to the granting Party's regulatory submissions in the other Party's territory as provided herein."

10. **Section 7.3(a)(iii). Supply by Zymeworks.** A new Section 7.3(a)(iii) is hereby added to the Agreement immediately following Section 7.3(a)(ii) as follows:

"Without limiting the foregoing, Zymeworks will supply Licensed Product to BeiGene for use in the Tisle Combination Studies in accordance with the Clinical Supply Agreement. In addition, concurrent with this Amendment, the Parties have executed a new supply agreement, pursuant to which BeiGene will supply Tisle Product to Zymeworks (the "**Tisle Supply Agreement**"), for use in the Tisle Combination Studies, together with a quality agreement governing supply of Tisle Product pursuant to the Tisle Supply Agreement and a pharmacovigilance agreement governing safety data exchange with respect to the Tisle Combination Studies. Supply of Tisle Product under the Tisle Supply Agreement [...***...]⁹ for the supply of Tisle Product for use with the Tisle Combination Studies contemplated under the Global Development Plan as of the date hereof. [...***...]¹⁰. Outside of the Territory, Zymeworks will have the right to use the Tisle Product supplied to it pursuant to the Tisle Supply Agreement for Development for use with the Licensed Product in accordance with the Global Development Plan, including to label such Tisle Product for use in the Tisle Combination Studies, and as otherwise permitted pursuant to the Tisle Supply Agreement or this Agreement."

11. **Section 13.1. Indemnification by BeiGene.** Section 13.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"13.1 Indemnification by BeiGene. BeiGene shall indemnify and hold harmless Zymeworks, its Affiliates, and their respective directors, officers, employees, contractors, agents and assigns (individually and collectively, the "Zymeworks Indemnitee(s)") from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) (individually and collectively, "Losses") incurred in connection with any claims, demands, actions or other proceedings by any Third Party (individually and collectively, "Claims") to the extent arising from (a) the Development, manufacture or Commercialization of the Licensed Products by or on behalf of BeiGene or any of its Affiliates or sublicensees, including product liability Claims, in the Territory, (b) BeiGene's actions (or omissions) in

⁹ Competitive Information – Financial Information.

¹⁰ Competitive Information –Commercially Sensitive Terms and Financial Information.

the performance of its obligations with respect to Regulatory Submissions and interactions with Regulatory Authorities, in each case, with respect to the Licensed Products in the Territory, (c) the gross negligence or willful misconduct of BeiGene or its Affiliates or sublicensees, (d) BeiGene's breach of any of its representations or warranties made in or pursuant to this Agreement or any covenants or obligations set forth in this Agreement, (e) the failure of BeiGene or its Affiliates or sublicensees to abide by any Applicable Laws, (f) manufacture or commercialization of Tisle or a Tisle Product by BeiGene or its Affiliates or licensees for use in combination with a Licensed Product, (g) the development of Tisle or a Tisle Product by BeiGene or its Affiliates or licensees (not including Zymeworks and its Affiliates and their licensees) for use in combination with a Licensed Product, in each case of clauses (a) through (g) above, except to the extent such Losses or Claims arise out of an Zymeworks Indemnitee's gross negligence or willful misconduct, breach of this Agreement, or material failure to abide by any Applicable Laws."

12. **Section 13.2 Indemnification by Zymeworks.** The exception at the end of section 13.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

" , except to the extent such Losses or Claims arise out of any of a BeiGene Indemnitee's gross negligence or willful misconduct, breach of this Agreement or material failure to abide by any Applicable Laws, or out of the development, use, manufacture or commercialization of any Tisle Product."

13. **No Other Modifications.** Except as specifically set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. No waiver of any obligation under this Amendment shall be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this Amendment may be amended or modified other than by a written document signed by authorized representatives of each Party.
14. **Miscellaneous.** This Amendment, together with the Agreement, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment shall be governed by and construed in accordance with the laws of the State of New York and the patent laws of the United States without reference to any rules of conflict of laws.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Amendment to be executed by their duly authorized representatives.

ZYMEWORKS INC.

By: /s/ Ali Tehrani

Name: Ali Tehrani, Ph.D.

Title: President & Chief Executive Officer

BEIGENE, LTD.

By: /s/ Angus Grant

Name: Angus Grant

Title: Senior Vice President, Chief Business Executive

Exhibit A
INITIAL TISLE COMBINATION STUDY TO BE INCLUDED IN THE
GLOBAL DEVELOPMENT PLAN

- [...**...] ¹¹

¹¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...***...]”.

May 18, 2021

VIA E-MAIL

GSK
980 Great West Road
Brentford, Middlesex
TW8 9GS
Attention: Vice President, Worldwide Business Development
[...***...]¹

GSK
Verily Life Sciences,
259 East Grand Avenue,
Fifth Floor, Suite 1,
South San Francisco, CA 94080 USA
Attention: Senior Vice President, Worldwide Business Development
[...***...]²

Re: Sublicensing Obligations under the [...*...]³ Agreement (as defined below)**

Dear Dr Sin and Mr. Braithwaite:

As you are aware, Zymeworks Inc. (“**Zymeworks**”) and GlaxoSmithKline Intellectual Property Development Limited (“**Partner**”) are parties to that certain Platform Technology Transfer and License Agreement, dated April 21, 2016, as amended on May 15, 2019 (the “**Partner Agreement**”).

Zymeworks is also a party to a certain Patent License Agreement dated [...***...]⁴ (the “[...***...]⁵ **Agreement**”) with [...***...]⁶ (“[...***...]⁷”), pursuant to which Zymeworks has obtained a license under certain Licensed Patents (as defined below) from [...***...]⁸. This letter (“**Letter Agreement**”) serves to set forth the terms and conditions under which the Licensed Patents may be included in the Zymeworks Patent Rights (as defined in the Partner Agreement) under the Partner Agreement.

¹ Personal Information – Contact Information.

² Personal Information – Contact Information.

³ Competitive Information – Discovery Information.

⁴ Competitive Information – Discovery Information.

⁵ Competitive Information – Discovery Information.

⁶ Competitive Information – Discovery Information.

⁷ Competitive Information – Discovery Information.

⁸ Competitive Information – Discovery Information.

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, Zymeworks and Partner hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Letter Agreement, whether used in the singular or plural, shall have the meanings specified in this Section 1 or elsewhere in this Letter Agreement. Any capitalized terms not otherwise defined in this Letter Agreement shall have the meaning given thereto in the Partner Agreement.

a. **“Affiliate”** of a party means any entity controlling, controlled by or under common control with such Party only for so long as such control exists, and the term “control,” as used in this definition, means owning, directly or indirectly, fifty percent (50%) or more of the voting stock or shares of an entity or having otherwise the power to govern the management. With respect to [...***...]⁹ the term “Affiliates” shall not include F[...***...]¹⁰ and its Affiliates. For the purpose of this Agreement, [...***...]¹¹ and its subsidiaries under its control shall not be deemed to be [...***...]¹² Affiliates.

b. **“[...***...]¹³ Term”** means the period commencing on [...***...]¹⁴ and continuing in full force until expiration or abandonment of the last [...***...]¹⁵ Valid Claim, unless otherwise earlier terminated under the [...***...]¹⁶ Agreement.

c. **“[...***...]¹⁷ Valid Claim”** means any claim of a pending patent application, or an issued and unexpired patent within the Licensed Patents, (i) which has not lapsed, been revoked or abandoned or held unenforceable or invalid by a decision of a court or other competent governmental authority of competent jurisdiction, which decision is unappealable or un-appealed within the time allowed for appeal, and (ii) which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise. A claim within a pending patent application that has been pending issuance for more than [...***...]¹⁸ years from the date of filing of the earliest patent application to which such pending patent application is entitled to claim priority shall not be a [...***...]¹⁹ Valid Claim, unless and until it issues, in each case, in the applicable jurisdiction.

d. **“Field”** means that portion of the following field of use that is included in the definition of the Field for the Commercial License in the Partner Agreement: [...***...]²⁰.

e. **“Licensed Patents”** means the claims within the patents and applications listed on Exhibit A hereto and any patents and applications claiming priority thereto including but not limited to foreign counterparts, provisional applications, substitutions, continuations, continuations-in-part, divisional applications and renewals, all letters patent or certificates of invention granted thereon, reissues, re-examinations, term restorations, extensions thereof in any country, in each case that cover [...

⁹ Competitive Information – Discovery Information.

¹⁰ Competitive Information – Discovery Information.

¹¹ Competitive Information – Discovery Information.

¹² Competitive Information – Discovery Information.

¹³ Competitive Information – Discovery Information.

¹⁴ Competitive Information – Discovery Information.

¹⁵ Competitive Information – Discovery Information.

¹⁶ Competitive Information – Discovery Information.

¹⁷ Competitive Information – Discovery Information.

¹⁸ Competitive Information – Commercially Sensitive Terms.

¹⁹ Competitive Information – Discovery Information.

²⁰ Competitive Information – Commercially Sensitive Terms.

...] ²¹. For clarity, the aforementioned claims, patents and applications shall exclude those that do not cover [......] ²².

f. **“Sublicensed Product”** means a Product (as defined in the Partner Agreement) containing [...***...] ²³ and (ii) the research, development, manufacture, use, import, sale or otherwise exploitation of which, but for the license under the Zymeworks’ IP granted under the Partner Agreement together with the sublicense under the Licensed Patents granted under this Letter Agreement, would infringe the Zymeworks IP.

g. **“Sublicensee”** means, individually and collectively, Partner’s sublicensee(s) to which it grants a sublicense under the Licensed Patents in accordance with this Letter Agreement.

h. **“Zymeworks’ IP”** means the patents listed on Exhibit B hereto and any patents and applications claiming priority thereto, including but not limited to foreign counterparts, continuations, divisions, reissues and term extensions thereof.

2. **Inclusion of Licensed Patents in the Partner Agreement.**

a. **Rights to Licensed Patents.** Notwithstanding anything in the Partner Agreement to the contrary, the Licensed Patents will be included in the Zymeworks Patent Rights under the Partner Agreement, subject to the terms and conditions of this Letter Agreement. The sublicense under the Licensed Patents that is granted to Partner as a result of the foregoing inclusion of the Licensed Patents in the Zymeworks Patent Rights shall be limited to the commercial license granted in Section 2.1.2 of the Partner Agreement (the **“Commercial License”**), and this Letter Agreement shall not expand the scope or term of such Commercial License, other than to include the Licensed Patents as set out in this Letter Agreement. Further, with respect to the Licensed Patents, the Commercial License under the Licensed Patents shall be limited to the right to research, develop, manufacture, use, import, sell and otherwise exploit Sublicensed Products in the Field within the Territory.

b. **Sublicensing Rights.** Partner has the right to grant non-exclusive and non-transferable sublicenses (through multiple tiers), under the Licensed Patents only together with all or any portion of the Zymeworks’ IP to research, develop, manufacture, use, import, sell and otherwise exploit the Sublicensed Products in the Field within the Territory; provided that any such sublicense shall be consistent with and shall not exceed the scope or term of the Commercial License granted to Partner in the Partner Agreement. Each agreement pursuant to which Partners grants a sublicense under the Licensed Patents to a Sublicensee must (a) be subject to terms as necessary to enable Partner to comply with the applicable terms and conditions of this Letter Agreement, (b) be consistent with the terms and conditions of this Letter Agreement, (c) not in any way diminish, reduce or eliminate any of Partner’s obligations under this Letter Agreement, and (d) impose on such Sublicensee obligations corresponding to all applicable obligations under the terms of this Letter Agreement.

c. **Non-Transferable.** The sublicense granted to Partner under the Licensed Patents and each sublicense that Partner further grants thereunder shall be transferrable, solely if such transfer occurs (a) as a result of the merger, consolidation, or acquisition to which Partner (or the applicable Sublicensee) is a party, and (b) only together with and at the same time of the transfer of Partner’s (or such Sublicensee’s, as applicable) license under all or any portion of the Zymeworks IP included in Zymeworks Patent Rights granted pursuant to the Partner Agreement.

²¹ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²² Competitive Information – Discovery Information and Commercially Sensitive Terms.

²³ Competitive Information – Discovery Information and Commercially Sensitive Terms.

d. **No Other Grant of Rights.** For clarity, the license granted to Partner under the Licensed Patents shall exclude the license to research, develop, manufacture, use, import, sell and otherwise exploit any products (a) containing [...***...]²⁴, or (b) containing [...***...]²⁵ claimed in the Licensed Patents. Further, Partner shall not have any rights, including to receive information, with respect to the filings, prosecution, maintenance, enforcement or defense of the Licensed Patents.

3. **Notification of Commercial Sublicenses.** Partner shall provide Zymeworks with prompt (and in any event within [...***...]²⁶ of executing such sublicense) written notice of the name and an address of each further Sublicensee to which it grants a sublicense under the Licensed Patents (including through multiple tiers) that includes the right to sell or otherwise commercially exploit any Sublicensed Product in the Field within the Territory.

4. **Notification of New Products.** During the [...***...]²⁷ Term, Partner shall provide Zymeworks with a written notice containing the INN or USAN for each Sublicensed Product of Partner, its Affiliate, and Sublicensee promptly after the relevant INN or USAN for such Sublicensed Product is provided, whichever is provided earlier.

5. **Termination for Patent Challenges.** Notwithstanding anything in the Partner Agreement to the contrary, during the [...***...]²⁸ Term, Partner shall not and shall cause its Sublicensees not to challenge the validity of any of the Licensed Patents in any manner including without limitation, by initiating procedures at competent government agencies, including without limitation, inter partes review (IPR) and post-grant review (PGR) as well as declaratory judgements, provided that Partner or Sublicensees may bring such a challenge as a defense to a claim by [...***...]²⁹ or its Affiliate that Partner or such Sublicensee is infringing the Licensed Patents); or

6. **Term; Termination.** If Partner, or its Sublicensee, breaches Section 5, then Zymeworks, at its discretion, may give notice to Partner that Zymeworks will terminate this Letter Agreement, and any and all licenses and rights under the Licensed Patents under the Partner Agreement, unless such challenge or assertion is withdrawn, abandoned, or terminated (as appropriate) within twenty (20) days from the date of such notice. In the event that Partner or the relevant Sublicensee does not withdraw, abandon or terminate (as appropriate) such challenge or assertion within such twenty (20)-day period, Zymeworks may terminate this Letter Agreement and all licenses and rights granted to Partner under the Licensed Patents (and all sublicenses thereunder). Further, any material breach (including without limitation, breach of Section 2, 3, or 4) of this Letter Agreement by Partner shall be a material breach of the Partner Agreement and, without limiting any rights or remedies under the Partner Agreement, shall permit Zymeworks to terminate this Letter Agreement and exclude the Licensed Patents from the Zymeworks Patent Rights upon forty-five (45) days prior written notice to Partner, if such breach is not cured during such notice period. This Letter Agreement shall expire upon the expiration of the [...***...]³⁰ Term.

7. **Effect of Expiration or Termination of the [...***...]³¹ Agreement or the Partner Agreement.** The expiration or termination of the [...***...]³² Agreement or the Partner Agreement shall

²⁴ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²⁵ Competitive Information – Discovery Information and Commercially Sensitive Terms.

²⁶ Competitive Information – Commercially Sensitive Terms.

²⁷ Competitive Information – Discovery Information.

²⁸ Competitive Information – Discovery Information.

²⁹ Competitive Information – Discovery Information.

³⁰ Competitive Information – Discovery Information.

³¹ Competitive Information – Discovery Information.

³² Competitive Information – Discovery Information.

automatically terminate this Letter Agreement and any sublicenses or rights granted to Partner under the Licensed Patents hereunder or thereunder.

8. **Miscellaneous.** The Partner Agreement shall remain in full force and effect as amended and clarified by this Letter Agreement. In the event of a conflict between the Partner Agreement and this Letter Agreement, this Letter Agreement shall control; otherwise, this Letter Agreement, and Partner's development, manufacture, and commercialization of Sublicensed Products, shall be subject to the terms and conditions of the Partner Agreement, including, without limitation, the indemnification, payment and reporting obligations set forth therein.

If the foregoing is acceptable, please execute and return a signed copy of this Letter Agreement on or before June 4, 2021, whereupon the terms in this Letter Agreement will be effective as of the date of the last signature below.

Sincerely,

ZYMEWORKS INC.

By: /s/ Ali Tehrani
Name: Ali Tehrani
Title: CEO

Agreed to and acknowledged, this 4th day of June, 2021:

GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LIMITED

By: /s/ John Sadler
Name: John Sadler – Corporate Director
Title: Authorised signatory for and behalf of Glaxo Group Limited

By: /s/ Claire Macleod
Name: Claire Macleod – Corporate Director
Title: Authorised signatory for and behalf of Edinburgh Pharmaceutical Industries Limited

cc:
Wilson Sonsini Goodrich & Rosati
28 State Street, 37th Floor
Boston, MA 02109
Attn: Farah B. Gerdes, Esq.
[...***...]³³

cc:
Maura Tuohy, Alliance Director, GSK
[...***...]³⁴

³³ Personal Information – Contact Information.

³⁴ Personal Information – Contact Information.

Exhibit A
Licensed Patents

[...***...]³⁵

³⁵ Competitive Information – Discovery Information and Commercially Sensitive Terms.

Exhibit B

Zymeworks' IP

Patents

[...***...]³⁶

³⁶ Competitive Information – Discovery Information and Commercially Sensitive Terms.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ZYMEWORKS INC. IF PUBLICLY DISCLOSED. INFORMATION THAT HAS BEEN OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[...***...]”.

Confidential
Execution Version - July 2, 2021

SECOND AMENDMENT TO COLLABORATION AND CROSS LICENSE AGREEMENT

This Second Amendment (the “**2nd Amendment**”) to that certain Collaboration and Cross License Agreement, dated September 26, 2016, as amended pursuant to a Side Letter Agreement dated effective September 25, 2018 (collectively, the “**Agreement**”) by and between **DAIICHI SANKYO COMPANY, LIMITED**, a corporation organized and existing under the laws of Japan, with its principal business office located at 3-5-1, Nihonbashi honcho, Chuo-ku, Tokyo 103-8426, Japan (“**DS**”) and **ZYMEWORKS INC.**, a corporation organized and existing under the laws of British Columbia, having an address at 540-1385 West 8th Avenue, Vancouver, BC, Canada V6H 3V9 (“**Zymeworks**”), is entered into as of July 2, 2021 (“**2nd Amendment Effective Date**”). Zymeworks and DS are each referred to individually as a “**Party**” and together as the “**Parties.**”

BACKGROUND

- A. DS and Zymeworks entered into the Agreement, pursuant to which the Parties are, among other things, using certain Zymeworks platforms to generate and develop certain Multi-Specific Antibodies based on pairs of binding sequences nominated by DS. For clarity, Daiichi Sankyo Co., Ltd., the party that entered into the Agreement, is the same entity as Daiichi Sankyo Company, Limited, which is designated as the Party to this 2nd Amendment.
- B. The Parties decided not to [...***...]¹ a certain [...***...]² under the Agreement, which constituted a [...***...]³, and the Parties discussed in good faith and coordinated with respect to the countermeasure therefor.
- C. DS and Zymeworks now desire to amend the Agreement, all as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

¹ Competitive Information – Commercially Sensitive Terms.

² Competitive Information – Discovery Information and Commercially Sensitive Terms.

³ Competitive Information – Discovery Information and Commercially Sensitive Terms.

AGREEMENT

1. **Definitions.** Unless otherwise defined in this 2nd Amendment, initially capitalized terms used herein shall have the meanings given to them in the Agreement.
2. **Section 5.7.2. Royalty Term.** Section 5.7.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

“**Royalty Term.** The Product Royalty will be payable on a Product-by-Product and country-by-country basis from First Commercial Sale of such Product in such country until (i) such Product is no longer Covered by a Valid Patent Claim in such country, (ii) ten (10) years after the First Commercial Sale of such Product in such country, or (iii) [...***...]⁴, whichever is latest (the “**Product Royalty Term**”).”
3. **Waiver.** Both Parties hereby irrevocably waive and give up any and all claims they have asserted or could assert, as of the 2nd Amendment Effective Date, seeking any remedy based on the [...***...]⁵ of that certain [...***...]⁶ and the corresponding [...***...]⁷ and [...***...]⁸ thereof.
4. **No Other Modifications.** Except as specifically set forth in this 2nd Amendment, the terms and conditions of the Agreement shall remain in full force and effect. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this 2nd Amendment shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No such waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this 2nd Amendment may be amended or modified other than by a written document signed by authorized representatives of each Party. This 2nd Amendment and the Agreement set forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter.
5. **Miscellaneous.** This 2nd Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that execution of this 2nd Amendment by industry standard electronic signature software shall have the same legal force and effect as the exchange of original signatures. This 2nd Amendment shall be governed by and construed in accordance with the laws of the State of New York and the patent laws of the United States without reference to any rules of conflict of laws. This 2nd Amendment was prepared in the English

⁴ Competitive Information – Commercially Sensitive Terms.

⁵ Competitive Information – Commercially Sensitive Terms.

⁶ Competitive Information – Discovery Information and Commercially Sensitive Terms.

⁷ Competitive Information – Commercially Sensitive Terms.

⁸ Competitive Information – Commercially Sensitive Terms.

language, which language shall govern the interpretation of, and any dispute regarding, the terms of this 2nd Amendment.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this 2nd Amendment to be executed by their duly authorized representatives.

ZYMEWORKS INC.

By: /s/ Ali Tehrani

Name: Ali Tehrani, Ph.D.

Title: President & Chief Executive Officer

Date: July 2, 2021

DAIICHI SANKYO COMPANY, LIMITED

By: /s/ Tohru Takahashi

Name: Tohru Takahashi, Ph.D.

Title: Corporate Officer
Head of Research Function

Date: July 5, 2021