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

FORM 10-K/A
Amendment No. 1

(Mark One)

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

For the fiscal year ended December 31, 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 800 — 114 East 4th Avenue
Vancouver, BC V5T 1G4
(Address of principal executive offices, including zip code)

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

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

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

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

Accelerated filer

Non-accelerated filer

Smaller reporting company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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 aggregate market value of the voting and non-voting common shares held by non-affiliates of the registrant, based on the closing sale price of the registrant's common shares on the last business day of its most recently completed second fiscal quarter, as reported on the NYSE was approximately \$1,590.8 million.

The number of outstanding common shares of the registrant, no par value per share, as of April 28, 2022 was 57,771,204.

DOCUMENTS INCORPORATED BY REFERENCE

None.

Auditor Name: KPMG LLP

Auditor Location: Vancouver, Canada

Auditor Firm PCAOB ID: 85

EXPLANATORY NOTE

This Amendment No. 1 on Form 10-K/A (this “**Amendment**”), amends Zymeworks Inc.’s (the “**Company**,” “**Zymeworks**,” “**we**,” “**us**,” and “**our**”) annual report on Form 10-K for the year ended December 31, 2021, originally filed with the Securities and Exchange Commission, or SEC, on February 24, 2022 (the “**Original Filing**”). We are amending and refiling Part III to include information required by Items 10, 11, 12, 13 and 14 because our definitive proxy statement will not be filed within 120 days after December 31, 2021, the end of the fiscal year covered by our annual report on Form 10-K.

Pursuant to the rules of the SEC, we have also included as exhibits currently dated certifications required under Section 302 of The Sarbanes-Oxley Act of 2002. Because no financial statements are contained within this Amendment, we are not including certifications pursuant to Section 906 of The Sarbanes-Oxley Act of 2002. We are amending and refiling Part IV to reflect the inclusion of those certifications, along with any changes to Part IV that occurred after the date of the Original Filing.

In addition, we made certain revisions to the cover page, including the deletion of the reference to our proxy statement and inclusion of updated outstanding share information.

Except as described above, no other changes have been made to the Original Filing. Except as otherwise indicated herein, this Amendment continues to speak as of the date of the Original Filing, and we have not updated the disclosures contained therein to reflect any events that occurred subsequent to the date of the Original Filing. The filing of this Amendment is not a representation that any statements contained in items of our annual report on Form 10-K other than Part III, Items 10 through 14, Part IV and the aforementioned portions of the cover page are true or complete as of any date subsequent to the Original Filing.

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FORM 10-K/A
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PART III**Item 10. Directors, Executive Officers and Corporate Governance****BOARD OF DIRECTORS**

The following table sets forth the names, residency, ages and positions of the members of our Board of Directors as of April 29, 2022.

<u>Name</u>	<u>Residence</u>	<u>Age</u>	<u>Position(s)</u>
Kenneth Galbraith	Cambridge, United Kingdom	59	President, Chief Executive Officer and Chair of Board of Directors
Susan Mahony ^{(1) (2)}	Indiana, USA	57	Director
Kelvin Neu ⁽⁴⁾	Singapore	48	Director
Troy M. Cox ^{(1) (3)}	Florida, USA	57	Director
Kenneth Hillan ^{(3) (4)}	California, USA	61	Director
Hollings C. Renton ⁽²⁾	California, USA	75	Director
Natalie Sacks ^{(3) (4)}	California, USA	57	Director
Lota Zoth ^{(1) (2)}	Texas, USA	62	Director

⁽¹⁾ Member of the audit committee.

⁽²⁾ Member of the compensation committee.

⁽³⁾ Member of the nominating and corporate governance committee.

⁽⁴⁾ Member of the research and development committee.

There are no family relationships among any of the directors or executive officers.

Kenneth Galbraith

Mr. Galbraith is 59 years old and has served as our President, Chief Executive Officer and Chair of our Board of Directors since January 2022. Mr. Galbraith was a Managing Director at Five Corners Capital, Inc., which he founded in 2013. Most recently he served as Executive in Residence at Syncona Limited from April 2021 until January 2022. He served as Chief Executive Officer of Liminal BioSciences Inc. (formerly Prometic Life Sciences Inc.), a publicly held company, from April 2019 to November 2020, continuing as an advisor to that company from November 2020 to February 2021. He also served as Chief Executive Officer of Fairhaven Pharmaceuticals Inc. from June 2017 to April 2019. Mr. Galbraith served as a director of MacroGenics, Inc. from July 2008 until January 2022, and has served as a director of Profound Medical Corp. since January 2017, both of which are publicly held companies. He has also served as a director of several privately held companies. Previously, he joined Ventures West Capital in 2007 and founded Five Corners Capital Inc. in 2013 to manage the continued operations of the Ventures West Investment Funds. Mr. Galbraith has over 30 years of experience serving as an executive, director, investor and adviser to companies in the biotechnology, medical device, pharmaceutical and healthcare sectors. Mr. Galbraith received his B.Comm. from the University of British Columbia. Mr. Galbraith resides in Cambridge, United Kingdom.

Based on Mr. Galbraith's depth of experience in the biotechnology industry, ranging from executive officer to director roles, the Board of Directors believes Mr. Galbraith has the appropriate set of skills to serve as a member of our Board of Directors.

Susan Mahony

Dr. Mahony is 57 years old and has served as a member of our Board of Directors since June 2019. Dr. Mahony is an executive with over 30 years of experience in pharmaceutical and life sciences companies. Dr. Mahony served as Senior Vice President of Eli Lilly and Company and President of Lilly Oncology from February 2011 until August 2018. She joined Lilly in 2000, holding senior leadership positions in product development, marketing, human resources, and general management. Prior to joining Lilly, Dr. Mahony served in sales and marketing roles in Europe for over a decade for Schering-Plough, Amgen, and Bristol-Myers Squibb. Dr. Mahony has served on the board of directors of Assembly Biosciences, Inc. since December 2017, on the board of directors for Vifor Pharma since May 2019, and on the board of directors of Horizon Therapeutics Public Limited Company since August 2019. Dr. Mahony received a B.Sc. and a Ph.D. from Aston University and an M.B.A. from London Business School. Dr. Mahony is a resident of Indiana, USA.

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Based on Dr. Mahony's extensive experience in management at public pharmaceutical companies, together with her experience serving on the board of directors of public and private companies, led to the conclusion of our Board of Directors that she should serve as a director due to our business focus and strategy.

Kelvin Neu

Dr. Neu is 48 years old and has served as a member of our Board of Directors since March 2020. Dr. Neu was a Partner at Baker Bros. Advisors LP, a registered investment adviser, from April 2004 until January 2021. Dr. Neu previously served on the board of directors of IGM Biosciences, Prelude Therapeutics, Idera Pharmaceuticals, Aquinox Pharmaceuticals and XOMA Corporation. Dr. Neu holds an M.D. from the Harvard Medical School-MIT Health Sciences and Technology program, and spent three years in the Immunology Ph.D. program at Stanford University as a Howard Hughes Medical Institute Fellow. Dr. Neu holds an A.B. (summa cum laude) from Princeton University, where he was awarded the Khoury Prize for graduating first in his department of Molecular Biology. Prior to attending Princeton, Dr. Neu served for two and a half years in the military of his native Singapore. Dr. Neu is a resident of Singapore.

We believe that Dr. Neu is qualified to serve on our Board of Directors because of his extensive investment and leadership experience, knowledge of our industry, and educational background in biology and biotechnology.

Troy M. Cox

Mr. Cox is 57 years old and has served as a member of our Board of Directors since June 2019. Mr. Cox served as Chief Executive Officer of Foundation Medicine, Inc. from February 2017 through February 2019, as a member of Foundation Medicine's board of directors from February 2017 until July 2018, and in the additional role of President of Foundation Medicine from February 2018 until July 2018. Prior to Foundation Medicine, Mr. Cox served as Senior Vice President, Sales & Marketing at Genentech, Inc. from February 2010 until February 2017. Before joining Genentech, Mr. Cox served as President of CNS operations at UCB S.A., with responsibility for developing and commercializing therapeutics for diseases primarily related to the central nervous system. Prior to UCB BioPharma, Mr. Cox held senior commercial leadership roles with Sanofi-Aventis and Schering-Plough. Mr. Cox serves on the board of directors of SomaLogic, Inc. and SOPHiA GENETICS SA. Mr. Cox received a B.B.A. in finance from the University of Kentucky and an M.B.A. from the University of Missouri. Mr. Cox is a resident of Florida, USA.

We believe Mr. Cox's nearly three decades of proven leadership and expertise in the global, strategic and operational aspects of the biopharmaceutical industry qualifies him to serve on our Board of Directors.

Kenneth Hillan

Dr. Hillan is 61 years old and has served as a member of our Board of Directors since February 2017. Dr. Hillan has served as Head of Therapeutics at 23andMe since February 2019. Dr. Hillan served on the board of directors of Achaogen, Inc., a public biopharmaceutical company, from October 2011 until April 2019. Dr. Hillan served as Achaogen's President and President, R&D from January 2018 to October 2018, as its Chief Executive Officer from October 2011 until December 2017, and as its Chief Medical Officer from April 2011 to July 2014. Prior to joining Achaogen, Dr. Hillan worked at Genentech, Inc., a pharmaceutical company and a member of the Roche Group, from August 1994 to March 2011. Dr. Hillan held progressively senior roles at Genentech, most recently holding the position of Senior Vice President & Head of Roche Product Development, Asia Pacific from April 2010 to March 2011, and was responsible for numerous successful drug approvals and led the medical and scientific strategies for Genentech's immunology, tissue growth and repair drug portfolio. Dr. Hillan has served on the board of directors of Sangamo Therapeutics, Inc. since September 2020, and served on the board of directors of Relypsa, Inc., a publicly traded biotechnology company that was acquired in September 2016 by Galenica AG for \$1.5 billion, from June 2014 to September 2016. Dr. Hillan has an M.B. and a Ch.B. (Bachelor of Medicine and Surgery) degree from the Faculty of Medicine at the University of Glasgow in the United Kingdom. Dr. Hillan is a Fellow of the Royal College of Surgeons, and a Fellow of the Royal College of Pathologists. Dr. Hillan is a resident of California, USA.

We believe that Dr. Hillan's extensive experience and knowledge in the development of therapeutics and in the biotechnology industry provides the Board of Directors with valuable insight and contribution to the Company's development of genomic medicines.

Hollings C. Renton

Mr. Renton is 75 years old and has served as a member of our Board of Directors since February 2017. Mr. Renton served as Chief Executive Officer and President of Onyx Pharmaceuticals, Inc. from March 1993 to March 2008 and was the chair of the board of directors of Onyx from June 2000 to March 2008. Onyx was acquired by Amgen Inc. in 2013 for \$10.4 billion. Before joining Onyx, Mr. Renton was the President and Chief Operating Officer of Chiron Corporation, a pharmaceutical company.

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from December 1991 to December 1993. Mr. Renton served in a variety of executive roles at Cetus Corporation from 1983, including as President from 1990 to 1991, Chief Operating Officer from 1987 to 1990 and Chief Financial Officer from 1983 to 1987, prior to its acquisition by Chiron in 1991. Mr. Renton has served on the board of directors of AnaptysBio, Inc. since June 2015. Previously, Mr. Renton served on the boards of four other biopharmaceutical companies, Portola Pharmaceuticals Inc., where he had also been board chairman (March 2010 to July 2020), KYTHERA Biopharmaceuticals, Inc. (December 2014 to October 2015), Affymax, Inc. (June 2009 to November 2014) and Rigel Pharmaceuticals, Inc. (January 2004 to March 2014). Mr. Renton also previously served on the board of Cepheid Inc., a molecular diagnostics company, from March 2000 to November 2016. Mr. Renton received his M.B.A. from the University of Michigan and his B.S. in Mathematics from Colorado State University. Mr. Renton is a resident of California, USA.

Because of Mr. Renton's extensive experience building successful biotechnology companies and commercializing drug products, we believe he is able to bring valuable insights to our Board of Directors.

Natalie Sacks

Dr. Sacks is 57 years old and has served as a member of our Board of Directors since August 2017. Dr. Sacks is a trained oncologist, and has served as the Chief Medical Officer of Harpoon Therapeutics, Inc. since October 2018. She has served as a director on the board of Caribou Biosciences, Inc., a genome editing company, since May 2018 and on the board of STipe Therapeutics since April 2020. Prior to joining Harpoon, Dr. Sacks served as Chief Medical Officer of Aduro Biotech from September 2016 until September 2018. Previously, she was Vice President of Clinical Development at Onyx Pharmaceuticals (acquired by Amgen Inc.), where she played a key role in the development and approval of Kyprolis[®], an FDA-approved therapy for the treatment of multiple myeloma. Prior to that, she served as Vice President of Clinical Research for Exelixis where she directed the development of a portfolio of small molecules, including late-stage development of Cometriq[™]. In addition to her industry experience, Dr. Sacks held a faculty appointment at the University of California, San Francisco, as an assistant clinical professor of medicine in the Division of Hematology/Oncology from 2003 to 2016. She received her M.D. from the University of Pennsylvania School of Medicine, her M.S. in Biostatistics from Harvard University School of Public Health and her B.A. in Mathematics from Bryn Mawr College. Dr. Sacks is a resident of California, USA.

We believe Dr. Sacks' is qualified to serve on our Board of Directors because of her extensive experience and education background in biology and biotechnology, in addition to her leadership experience as an executive for biotechnology companies.

Lota Zoth

Ms. Zoth is 62 years old and has served as a member of our Board of Directors since November 2016. Ms. Zoth has served as Lead Independent Director of our Board of Directors since January 2022, and served as the Chair of our Board of Directors from September 2019 to January 2022. Ms. Zoth is a Certified Public Accountant and has served as Chief Financial Officer, Chief Accounting Officer and Controller for various publicly traded companies, including MedImmune, Inc. and PSINet, Inc., and as a financial executive in various roles at Sodexo Marriott, Marriott International, Pepsi-Cola International and PepsiCo. Ms. Zoth began her career as an auditor with Ernst & Young. Ms. Zoth serves on the boards and audit committees of Nasdaq-listed biopharmaceutical companies Inovio Pharmaceuticals, Inc., Lumos Pharma, Inc. and 89Bio, Inc. Previously, Ms. Zoth served on the boards of six other biopharmaceutical companies (Aeras, Circassia Pharmaceuticals, plc, Hyperion Therapeutics, Inc., Ikaria, Inc. Orexigen Therapeutics, Inc., and Spark Therapeutics, Inc.). Ms. Zoth is a resident of Texas, USA.

We believe Ms. Zoth is qualified to serve on our Board of Directors because of her experience as a senior executive and member of the board of other life science companies.

EXECUTIVE OFFICERS

The following table sets forth the names, ages and positions of our executive officers as of April 29, 2022.

Name	Residence	Age	Position(s)
Kenneth Galbraith	Cambridge, United Kingdom	59	President, Chief Executive Officer and Chair of Board of Directors
Neil Klompas, CPA, CA	British Columbia, Canada	50	Chief Operating Officer
Neil Josephson, M.D.	Washington, USA	61	Chief Medical Officer
Christopher Astle, Ph.D.	British Columbia, Canada	42	Senior Vice President, Chief Financial Officer

There are no family relationships among any of the directors or executive officers.

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The following is biographical information for our executive officers, other than Mr. Galbraith, whose biographical information is included above.

Neil Klompas

Mr. Klompas joined Zymeworks in March 2007 and currently serves as our Chief Operating Officer. Previously, Mr. Klompas served as our Chief Financial Officer from December 2007 to February 2022 and as our Executive Vice President, Business Operations from September 2019 until January 2022. Prior to joining Zymeworks, he worked with KPMG LLP in Canada and the United States, most recently (from 2005 to 2007) with KPMG's Pharmaceuticals, Biotechnology and Medical Device M&A Transaction Services practice in Princeton, New Jersey, where he advised on transactions including mergers, acquisitions, divestitures and strategic alliances. Prior to that, from 2000 to 2005 Mr. Klompas worked with KPMG's Canadian Biotechnology and Pharmaceuticals practice. Mr. Klompas currently serves on the Board of Liminal BioSciences Inc. (NASDAQ: LMNL). Mr. Klompas is a Chartered Professional Accountant and is a member of Chartered Professional Accountants of British Columbia. Mr. Klompas also holds a degree in Microbiology & Immunology from the University of British Columbia. He serves on the faculty advisory board for Biotechnology and Chemistry for Camosun College and as a member of the board of directors of Ovensa Inc., a private biotechnology company.

Neil Josephson

Dr. Josephson joined Zymeworks in April 2019 and has served as our Chief Medical Officer since November 2021. Dr. Josephson served as our Vice President, Clinical Research from April 2019 until August 2020, as our Senior Vice President, Clinical Research from August 2020 to November 2021, and as our interim Chief Medical Officer from May 2021 until November 2021. Prior to joining Zymeworks he was a Vice President in Clinical Development at Seattle Genetics where he worked on multiple early and late-stage programs from 2013-2019, including leading the first line approval of ADCETRIS® in Hodgkin Lymphoma. From 2002-2013 Dr. Josephson was a full-time faculty member of the Division of Hematology at the University of Washington and the Puget Sound Blood Center, serving as an Associate Professor of Medicine and the Director of Hemophilia Care Program. He completed fellowship training in Hematology and Oncology at the University of Washington and holds an M.D. degree from Columbia University and an A.B. in biology from Dartmouth College.

Christopher Astle

Dr. Astle joined Zymeworks in April 2021 and was promoted to Senior Vice President and Chief Financial Officer in February 2022. He previously served as our Executive Director, Corporate and Commercial Finance from April 2021 to February 2022. Prior to joining Zymeworks, Dr. Astle worked as a Chief Financial Officer at the CFO Centre in British Columbia, Canada from March 2020 to March 2021, and as Vice President, Finance at Alder BioPharmaceuticals Inc. in Seattle, USA from April 2019 to February 2020. From August 2017 to January 2020, he served as Chief Executive Officer and founder of Think Forwards, a boutique financial consulting firm in London, United Kingdom. Dr. Astle worked at Allergan from 2011 to 2017, including as the Associate Vice President Finance, International Division from July 2016 to July 2017, managing multiple product launches, M&A transactions and restructurings, with a team of 170 across 60 countries. He is a UK Chartered Accountant (ICAS), qualifying at PwC London, UK in Audit & Pharmaceutical Performance Improvement Consulting with audit clients including GSK. He is a board member of two private biotechnology companies, Oak Bay Biosciences (2020-present) and Healome Therapeutics (2021-present). During his time in the United Kingdom, he was the Chair of the 2018 CFO Agenda conference, guest lecturer at the Henley Business School, and judge at the British Accountancy Awards. Dr. Astle holds a PhD in Organic Chemistry from the University of Bristol (UK) and a MChem in Chemistry from the University of Liverpool (UK).

Although the Company has not adopted specific targets for women and other diverse candidates in executive positions, the Board of Directors has always considered diversity as an important aspect of its decision making when recommending appointments for individuals to serve as executive officers.

GOVERNANCE

Code of Conduct and Ethics

Our Board of Directors has adopted corporate governance guidelines that set forth expectations for directors, director independence standards, board committee structure and functions, and other policies for the Company's governance. It also has adopted a Code of Business Conduct and Ethics (the "**Code of Conduct**") that applies to members of our Board of Directors and our executive officers as well as all of our employees. Several standing committees (audit, compensation, nominating and corporate governance, and research and development) assist our Board of Directors in carrying out its responsibilities. Each standing committee operates under a written charter adopted by our Board of Directors. Our Board of Directors has adopted written position descriptions for the Chair of the Board of Directors and lead independent director, the chair of each committee

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and our Chief Executive Officer. The full text of our Code of Conduct is posted on our website at www.zymeworks.com. We intend to post on our website any amendments or waivers to our Code of Conduct requiring disclosure under applicable SEC or NYSE rules.

Audit Committee

Our audit committee consists of Mr. Cox, Dr. Mahony and Ms. Zoth. Ms. Zoth serves as the chair of our audit committee. Our Board of Directors has determined that each of Mr. Cox and Ms. Zoth is an “audit committee financial expert” as that term is defined in the rules and regulations established by the SEC. The members of our audit committee are “financially literate” and “independent” within the meaning of NYSE rules and Canadian National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”).

Ms. Zoth currently serves on the audit committees of three other public companies: 89 Bio, Inc., Inovio Pharmaceuticals, Inc., and Lumos Pharma, Inc. Our Board of Directors has determined that Ms. Zoth’s simultaneous service on those audit committees does not impair her ability to effectively serve on our audit committee.

The principal purpose of our audit committee is to assist our Board of Directors in its oversight of:

- the quality and integrity of our financial statements and related information;
- the independence, qualifications, appointment and performance of our external auditor;
- our disclosure controls and procedures, internal control over financial reporting and management’s responsibility for assessing and reporting on the effectiveness of such controls;
- our compliance with applicable legal and regulatory requirements; and
- our enterprise risk management processes.

Our Board of Directors has established a written charter setting forth the purpose, composition, authority and responsibility of our audit committee, consistent with the rules of the NYSE, the SEC and NI 52-110, a current copy of which is available on our website at www.zymeworks.com. Our audit committee has access to all of our books, records, facilities and personnel and may request any information about us as it may deem appropriate. It also has the authority in its sole discretion and at our expense to retain and set the compensation of outside legal, accounting or other advisors as necessary to assist in the performance of its duties and responsibilities. Both our independent auditors and internal financial personnel regularly meet privately with the audit committee and have unrestricted access to this committee.

Our audit committee held four meetings in 2021.

Item 11. Executive Compensation

Compensation Discussion and Analysis (“CD&A”)

This Compensation Discussion and Analysis describes our executive compensation philosophy and how we implemented it through our 2021 compensation program for our principal executive officer, our principal financial officer, our three other most highly compensated executive officers serving at the end of 2021 and our former chief medical officer, who was not serving as an executive officer at the end of 2021 (collectively, the “**named executive officers**”). The named executive officers who are the subject of this CD&A are*:

- Ali Tehrani, Ph.D., former President and Chief Executive Officer;
- Neil Klompas, CPA, CA, Chief Operating Officer (former Chief Financial Officer);
- Neil Josephson, M.D., Chief Medical Officer;
- Anthony Polverino, Ph.D., former Executive Vice President, Early Development and Chief Scientific Officer;
- James Priour, former Chief Commercial Officer; and
- Diana Hausman, M.D., former Chief Medical Officer.

* Please see the section entitled “*Executive Team Changes and Restructuring*” below for additional information regarding the changes to our management team. References to “*Chief Executive Officer*” in this CD&A mean Dr. Tehrani, unless specifically noted otherwise.

This discussion contains forward-looking statements that are based on our current plans, considerations, expectations and projections regarding future compensation programs. Actual compensation programs adopted in the future may differ materially from the various planned programs summarized in this discussion.

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In the paragraphs that follow, we provide an overview and analysis of our compensation program and policies, the material compensation decisions we have made under those programs and policies, and the material factors that we considered in making those decisions. Following this section, you will find a series of tables containing specific information about the compensation earned or paid in fiscal 2021 to our named executive officers.

Company 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, is a novel bispecific antibody that targets two distinct domains of the human epidermal growth factor receptor 2 (“**HER2**”). Zanidatamab’s unique binding properties result in multiple mechanisms of action that may enable it to address unmet need in patient populations with HER2-expressing cancers. In clinical trials, zanidatamab monotherapy and zanidatamab in combination with chemotherapy have been well tolerated with promising antitumor activity in patients with treatment-naïve and heavily pretreated HER2-expressing cancers, including individuals whose disease had progressed on multiple prior treatment regimens that included HER2-targeted agents. Based on these data, a number of global multicenter clinical trials have been initiated to evaluate zanidatamab in specific indications and lines of therapy. These include pivotal clinical trials in (i) previously treated HER2 gene amplified biliary tract cancer (“**BTC**”) and (ii) first-line locally advanced or metastatic HER2-positive gastroesophageal adenocarcinomas (“**GEA**”) in combination with chemotherapy with or without BeiGene, Ltd.’s (“**BeiGene**”) tislelizumab, as well as proof of concept trials in (iii) first-line locally advanced or metastatic HER2-positive colorectal cancer, GEA, or BTC in combination with standard of care chemotherapy, (iv) first-line locally advanced or metastatic HER2-positive GEA in combination with tislelizumab and chemotherapy, (v) first-line locally advanced or metastatic HER2-positive breast cancer in combination with docetaxel, (vi) previously-treated locally advanced or metastatic HER2-positive, hormone receptor-positive breast cancer in combination with Pfizer’s Ibrance (palbociclib) and fulvestrant, and (vii) previously-treated locally advanced or metastatic HER2-expressing cancers (including HER2-positive and HER2-low breast cancer) in combination with ALX Oncology Inc.’s (“**ALX Oncology**”) evorpacept (ALX148).

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 is currently ongoing.

We are also advancing a deep pipeline of preclinical product candidates and discovery-stage programs in oncology (including immuno-oncology 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 platforms include:

- **Azymetric**, 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 goal is to leverage our next-generation therapeutic platforms and proprietary protein engineering capabilities to become a leader 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.

Key 2021 Achievements and 2022 Recent Developments

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 BTC and GEA. Overall, zanidatamab was well tolerated with the majority of treatment-related adverse events (“TRAEs”) 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 or metastatic HER2-expressing breast cancer.

In September 2021, we presented Phase 2 clinical data for zanidatamab in combination with chemotherapy in first-line locally advanced or metastatic HER2-positive GEA at the ESMO Annual Congress. The data demonstrated that zanidatamab in combination with chemotherapy exhibited promising response rates and durability and, overall, was well tolerated in patients with the majority of TRAEs considered mild to moderate in severity (Grade 1 or 2). The data presented compare favorably to current standard of care and support initiation of a global, randomized Phase 3 trial, HERIZON-GEA-01.

In October 2021, we announced the first patient dosed in the Phase 1b/2 clinical trial of zanidatamab in combination with ALX Oncology’s CD47 blocker, evorpacept (ALX148), in patients with advanced HER2-expressing breast cancer and other solid tumors.

In December 2021, we presented Phase 2 clinical data for zanidatamab in combination with chemotherapy in heavily pretreated locally advanced or metastatic HER2-positive breast cancer at the San Antonio Breast Cancer Symposium. The data exhibited promising response rates, with the majority of patients experiencing a reduction in their tumor size. Zanidatamab in combination with chemotherapy was also well tolerated, with the majority of the TRAEs considered mild to moderate in severity (Grade 1 or 2).

Also in December 2021, we announced that our partner BeiGene dosed the first patient in the HERIZON-GEA-01 trial, a global, randomized, Phase 3 clinical trial designed to evaluate the efficacy and safety of zanidatamab in combination with physician’s choice chemotherapy (CAPOX or FP) with or without the PD-1 inhibitor, tislelizumab, compared to trastuzumab plus physician’s choice chemotherapy for first-line treatment in subjects with locally advanced or metastatic HER2-positive GEA.

In April 2022, Zymeworks, in conjunction with its Asia-Pacific partner BeiGene, announced the acceptance of abstracts and plans to present data at the upcoming ASCO meeting in June on the first-line treatment of patients with HER2+ metastatic breast cancer using zanidatamab plus chemotherapy and on the first-line treatment of patients with HER2+ metastatic GEA using zanidatamab in combination with chemotherapy and tislelizumab.

Also, in April 2022, we announced the last patient enrolled in HERIZON-BTC-01, a global pivotal clinical trial evaluating the antitumor activity of zanidatamab monotherapy in patients with previously treated advanced or metastatic HER2-amplified BTC.

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. 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 were also initiated to better ascertain antitumor activity in more homogeneous patient populations.

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In our ongoing ZW49 Phase 1 dose-escalation study, the expansion cohorts evaluating 2.5 mg/kg every three weeks have completed enrollment of 30 patients. In parallel, we continue to evaluate an expansion cohort evaluating dosing at 1.5 mg/kg weekly and continue to enroll into the escalation cohort evaluating 1.75mg/kg weekly. Patient enrollment continues to progress well in both the weekly expansion and escalation cohorts and we remain on target to submit data for presentation at a major medical meeting in the second half of this year.

Preclinical Programs:

In April 2021, we presented five posters at the American Association for Cancer Research 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.

In March 2022, we presented information on our topoisomerase 1 inhibitor (“**TOPO1i**”) ADC technology at the World ADC London conference. The presentation highlighted preclinical data and the development of our TOPO1i-based payload technology to be used in conjunction with our auristatin-based payload technology in the generation of fit-for-purpose and indication-specific ADCs.

Licensing and Collaboration Agreements:

In August 2021, we announced that our partner, Janssen Biotech, Inc. (“**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 received a payment of \$4.0 million in connection with this milestone. In November 2021, Janssen dosed the first patient under the second program for which we received another milestone payment of \$4.0 million.

Per an amendment of the sublicensing agreement between Iconic Therapeutics, Inc. (“**Iconic**”) and Exelixis, Inc. (“**Exelixis**”) in December 2021, Iconic notified us that they will receive a one-time fee from Exelixis in exchange for all future milestones for the ICON-2 program. As such, we will receive a share of this payment to Iconic. We continue to be eligible to receive future royalties pursuant to our agreement with Iconic.

In December 2021, BeiGene dosed the first patient in South Korea in the pivotal HERIZON-GEA-01 study. We received a payment of \$8.0 million in relation to this milestone.

In April 2022, Atreca Inc. announced a licensing agreement with Zymeworks to utilize our ZymeLink technology to develop novel ADCs. We received an undisclosed upfront payment in association with this licensing agreement in conjunction with future option exercise fees and development, regulatory, and commercial milestones as well as tiered royalties on net sales of any licensed products at single-digit royalty rates.

Financing Activities:

On January 31, 2022, we announced the closing of our underwritten public offering which consisted of the issuance of 11,035,000 common shares, including the exercise in full of the underwriters’ over-allotment option to purchase 1,875,000 additional shares, and, in lieu of common shares, to certain investors, pre-funded warrants to purchase up to 3,340,000 common shares. The common shares were sold at a price to the public of \$8.00 per common share and the pre-funded warrants were sold at a price of \$ 7.9999 per pre-funded warrant, for aggregate gross proceeds to the Company of \$115.0 million, before deducting underwriting discounts and commissions and estimated offering expenses. The securities were offered in the United States pursuant to our final prospectus, dated January 26, 2022, to our U.S. automatic shelf registration statement on Form S-3ARS, including a prospectus dated October 1, 2021. No securities were offered or sold, directly or indirectly, in Canada or to any resident of Canada.

Executive Team Changes and Restructuring

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 remained with the Company as a clinical advisor through November 2021, and Dr. Josephson was promoted to Chief Medical Officer in November 2021.

On January 5, 2022, we announced the appointment of Mr. Kenneth Galbraith as Chair of our Board of Directors, Chief Executive Officer and President, effective January 15, 2022. In connection with Mr. Galbraith’s appointment, Dr. Ali Tehrani resigned from the positions of President and Chief Executive Officer and as a member of our board of directors, effective January 15, 2022. We also announced the promotion of our Chief Financial Officer, Mr. Neil Klompas, to the dual position of Chief Operating Officer and Chief Financial Officer. Our Board of Directors also appointed Ms. Lota Zoth as the Board of Directors’ lead independent director, effective January 15, 2022.

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On January 19, 2022, we announced a restructuring of our workforce (the “**Restructuring**”), with a target of reducing employee headcount by at least 25% across the organization by the end of 2022. We took these steps as part of our renewed focus on achieving our key strategic priorities and to help create a more cost-efficient organization in order to execute on our strategic priorities. In connection with the Restructuring, we announced changes in our leadership, with the Executive Vice President, Early Development & Chief Scientific Officer, Chief People Officer and Chief Commercial Officer leaving the Company. As of March 31, 2022, we had exceeded the previously announced workforce reduction of 25%, ahead of schedule.

On February 24, 2022, we announced the appointment of Dr. Christopher Astle to the role of Senior Vice President and Chief Financial Officer of the Company. Dr. Astle succeeds Mr. Klompas in the role of Chief Financial Officer. Following Dr. Astle’s appointment, Mr. Klompas has continued in his position as the Company’s Chief Operating Officer.

2021 Advisory Vote on Executive Compensation

At our 2021 annual general meeting, we conducted an advisory vote on executive compensation. At that meeting, 89.30% of the votes cast on the advisory vote proposal were supportive of our named executive officer compensation program as disclosed in our 2021 proxy statement.

The compensation committee reviewed the advisory vote results in the context of our overall compensation philosophy and programs, and based on the level of support, determined that no significant changes to our compensation policies and programs were necessary. The compensation committee will continue to consider the results from future stockholder advisory votes on executive compensation and other relevant market developments affecting executive officer compensation in order to determine whether any subsequent changes to our executive compensation programs and policies would be warranted to reflect any stockholder concerns reflected in those advisory votes or to address market developments.

Overview of Compensation Program

Compensation Philosophy

The goal of our compensation program is to attract, retain and motivate our employees and executives, including our named executive officers. The compensation committee is responsible for setting our executive compensation and reviewing and recommending, for the approval of the Board of Directors, the Company’s annual corporate performance objectives. In considering executive compensation, the compensation committee strives to ensure that our total compensation is competitive within the industry in which we operate and supports our overall strategy and corporate objectives. The combination of base salary, annual incentives and long-term incentives that we provide our executives is designed to accomplish this.

Compensation Objectives

The objectives of our compensation program are to:

- attract and retain highly qualified executive officers who have a history of proven success;
- align the interests of executive officers with our shareholders’ interests and with the execution of our business strategy;
- motivate and reward our executive officers through competitive pay practices and an appropriate mix of short- and long-term incentives;
- evaluate and reward executive performance on the basis of achievement of program development goals and key financial measurements which we believe closely correlate to long-term shareholder value; and
- tie compensation awards directly to program development goals and key financial measurements with evaluations based on achieving and overachieving predetermined objectives.

Role of the Compensation Committee

During 2021, the compensation committee’s work included the following:

- Executive Compensation Review – The compensation committee reviewed compensation practices and policies with respect to our executives against Zymeworks’ peer group of companies (as further described below), in order to allow us to place our compensation practices for these positions in a market context. This reference exercise included a review of base salary, total cash compensation and total direct compensation.
- Executive Compensation – The compensation committee reviewed the corporate goals and objectives applicable to the compensation of the Company’s executives and evaluated the executives’ performance in light of those goals and objectives. Based on this review and evaluation, the compensation committee approved the 2021 compensation for the

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Company's executives, including each of the named executive officers (other than Dr. Tehrani) and recommended the 2021 compensation for Dr. Tehrani, which recommendation was approved by the Board of Directors.

- Long-Term Incentive Plan – The compensation committee reviewed the effectiveness of all outstanding incentive compensation plans and equity-based plans.

In reaching its decisions, the compensation committee may consider input from management and other factors that the compensation committee considers appropriate. Decisions made by the compensation committee are the responsibility of the compensation committee and may reflect factors and considerations other than the information and/or recommendations provided by management.

Independent Compensation Consultant

In 2021, the compensation committee retained Radford, which is part of the Rewards Solutions practice at Aon plc, as an independent consultant to the compensation committee to conduct competitive reviews and assessments of Zymeworks' executive compensation program and recommend go-forward strategies. The compensation committee made the decision to retain Radford in its sole discretion and was directly responsible for the appointment, compensation and oversight of Radford's work. The compensation committee is involved in and approves the adoption of the following procedures during Radford's assessments:

- establishing the public company peer group used in the executive compensation assessment;
- reviewing the detailed assessment of Zymeworks' executive compensation program versus the market; and
- reviewing and approving executive pay mix.

The compensation committee utilizes these strategies when contemplating future executive compensation matters.

In 2021 Radford was retained to review the salaries, bonuses and equity plan participation of executive employees, as well as equity plan participation of employees below the executive level. Zymeworks' management did not make or recommend such engagements and all such other services were approved by the compensation committee. Radford did not perform other services to the Company other than as a compensation consultant. The compensation committee determined Radford to be independent after evaluating the factors required under the applicable listing standard.

Aon received \$166,873 in fees in 2021 for services related to determining or recommending the amount or form of executive and non-employee director compensation. Separately, management engaged Aon to perform unrelated risk brokerage services and Aon was paid \$623,258 for these services, which included global risk in Canada and the United States and other services. The compensation committee was informed about these services.

Peer Companies and Use of Market Data

We compare our executive compensation program to those of a group of peer companies (North American biotechnology companies of a similar size and stage of development). The first step in the process is that the compensation committee, with the support of Radford and management, reviews trends in biotechnology compensation practices and reviews and approves the list of peer companies used for benchmarking. As part of its analysis for 2021, Radford collected and analyzed compensation information from a comparative group of biotechnology companies, or peer group, approved by the compensation committee. The compensation committee evaluates the criteria used in establishing the peer group at least annually. The compensation committee seeks input from management in addition to Radford to ensure the peer group is consistent with our current business objectives and strategy.

The list of peer companies is approved based on various factors including industry classification, market capitalization, headcount and stage of development. In July 2020, with assistance from Radford, the compensation committee re-evaluated the peer group. The compensation committee approved a peer group consisting of publicly traded, pre-commercial biopharmaceutical companies:

- that are clinical stage companies (with a focus on Phase 2 and Phase 3) working towards bringing a product to market, particularly those with a therapeutic focus in oncology;
- with market capitalizations generally between \$500 million and \$5.0 billion (approximately 0.3x to 3.0x Zymeworks' then current market value);
- with generally between 100 and 500 employees;
- that are located in Canada and the United States, with a focus on companies headquartered in biotechnology hub markets; and
- preferably that have gone public in the last five years.

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Based on these criteria, the compensation committee approved the revised peer group set forth below and used this peer group to inform compensation decisions for 2021:

Adverum Biotechnologies, Inc.	Epizyme, Inc.	MacroGenics, Inc.
Alector, Inc. ⁽¹⁾	Fate Therapeutics, Inc.	NGM Biopharmaceuticals, Inc. ⁽¹⁾
Allakos Inc.	G1 Therapeutics, Inc.	Principia Biopharma Inc. ⁽¹⁾
AnaptysBio, Inc.	Gossamer Bio, Inc. ⁽¹⁾	REGENXBIO Inc.
Deciphera Pharmaceuticals, Inc.	Iovance Biotherapeutics, Inc. ⁽¹⁾	Turning Point Therapeutics, Inc. ⁽¹⁾
Denali Therapeutics Inc.	Karyopharm Therapeutics Inc.	Xencor, Inc.
Dicerna Pharmaceuticals, Inc.	Kura Oncology, Inc.	

(1) Added to the peer group in July 2020. The following companies were deleted from the peer group in July 2020: Acceleron Pharma Inc., Alder Biopharmaceuticals, Inc., Cellular Biomedicine Group, Inc., CytomX Therapeutics, Inc., Ra Pharmaceuticals, Inc., Stemline Therapeutics, Inc., and Voyager Therapeutics, Inc.

Our compensation committee uses comparative data from our peer group as a reference when setting and adjusting executive compensation, but it does not target our overall program or any particular element of compensation to be at a particular percentile compared to our peers. Rather, our compensation committee uses a range of peer group data for each position, along with an assessment of each executive's performance, criticality and tenure, to ensure that our executive compensation program and its constituent elements are and remain competitive in relation to our peers.

Components of Compensation Package

In 2021, our executive compensation program consisted of three major components:

- base salary;
- annual cash bonuses based on a comparison of individual and corporate performance to pre-set goals and objectives; and
- long-term incentives, which in 2021, consisted of grants of stock options and restricted stock units.

In making 2021 compensation decisions, our compensation committee believed that each component of executive compensation must be evaluated and determined with reference to competitive market data, individual and Company-wide performance, our recruiting and retention goals, internal equity and consistency, and other information it deems relevant. As it evaluated executive compensation in 2021, the compensation committee believed that in the biopharmaceutical/biotechnology industry, long-term incentives such as stock options and restricted stock units are a primary motivator in attracting and retaining executives, in addition to salary and cash incentive bonuses.

The primary components of our 2021 executive compensation program are described in more detail below.

Base Salary

Annual base salary is designed to provide a competitive fixed rate of pay recognizing different levels of responsibility and performance within Zymeworks. This compensation component helps us to attract and retain highly qualified executives who have a history of proven success. In determining whether to increase the base salary for a particular executive, our compensation committee in discussions with our Chief Executive Officer (for executives other than the Chief Executive Officer) considers a variety of factors, including performance, length of service and criticality of role. The determination of base salary affects the amount of an executive's cash bonus. The table below shows the changes to the base salaries of our named executive officers between 2020 and 2021:

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Name and Principal Position	2020 Base Salary (\$)	2021 Base Salary (\$)	Increase between 2020 and 2021
Ali Tehrani, <i>Former President and CEO</i>	573,036	593,092	3.5%
Neil Klompas, <i>Chief Operating Officer (former CFO)</i>	424,424	437,124	3.0%
Neil Josephson, <i>Chief Medical Officer</i> ⁽¹⁾	406,850	453,200	11.4%
Anthony Polverino, <i>Former Executive Vice President, Early Development and Chief Scientific Officer</i>	428,000	440,800	3.0%
James Priour, <i>Former Chief Commercial Officer</i> ⁽²⁾	375,000	400,000	6.7%
Diana Hausman, <i>Former Chief Medical Officer</i> ⁽³⁾	449,946	463,446	3.0%

(1) Dr. Josephson was promoted from Vice President, Clinical Research to Senior Vice President, Clinical Research in 2020. Dr. Josephson was further promoted to Chief Medical Officer in 2021. As a result of this promotion, his base salary increased to \$480,000 in November 2021 and the table above does not reflect the November 2021 increase. Salary paid to Dr. Josephson in 2021 is set forth in the “Summary Compensation Table” below.

(2) Mr. Priour joined the Company in April 2020 and was promoted to Chief Commercial Officer in January 2021.

(3) On April 15, 2021, Dr. Hausman provided notice of her resignation as Chief Medical Officer. As such, she did not receive her full base salary for 2021 as listed in this table. Salary paid to Dr. Hausman in 2021 is set forth in the “Summary Compensation Table” below.

Cash Bonus

The annual cash incentive compensation represents pay at risk – it results in payment only if and to the extent certain goals and objectives are met – and does not affect decisions regarding other components of compensation. This compensation component motivates and rewards our executive officers for outstanding performance. The annual cash incentive that each executive is eligible to receive is based on a pre-determined target percentage of their base salary established at the beginning of the year.

For 2021, the annual target bonus for each of our named executive officer is as follows:

Name	2020 Target Bonus (% of Base Salary)	2021 Target Bonus (% of Base Salary)
Ali Tehrani, <i>Former President and CEO</i>	55%	55%
Neil Klompas, <i>Chief Operating Officer (former CFO)</i>	40%	40%
Neil Josephson, <i>Chief Medical Officer</i> ⁽¹⁾	30%	35%
Anthony Polverino, <i>Former Executive Vice President, Early Development and Chief Scientific Officer</i>	40%	40%
James Priour, <i>Former Chief Commercial Officer</i> ⁽²⁾	35%	40%
Diana Hausman, <i>Former Chief Medical Officer</i> ⁽³⁾	40%	40%

(1) Dr. Josephson was promoted from Vice President, Clinical Research to Senior Vice President, Clinical Research in 2020. Dr. Josephson was further promoted to Chief Medical Officer in 2021. As a result of this promotion, his target bonus increased to 40% in November 2021 and the table above does not reflect the November 2021 increase.

(2) Mr. Priour joined the Company in April 2020 and was promoted to Chief Commercial Officer in January 2021.

(3) Dr. Hausman forfeited her right to receive payments under the 2021 bonus plan upon her resignation in April 2021.

At the beginning of each year, our Board of Directors, in consultation with the compensation committee, approves performance targets that are tied to the level of achievement of corporate goals, and the compensation committee approves the weighting assigned to each goal. For 2021, the corporate and individual weighting was 100% corporate, 0% individual for the Chief Executive Officer and 75% corporate, 25% individual for all other executive officers. Achievement of corporate goals (and individual goals with respect to executive officers other than the Chief Executive Officer) was a precondition for payment of

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bonuses with respect to 2021. Our compensation committee believed that this mix was appropriate in order to incentivize our management team to achieve our key corporate objectives and, in the case of our executive officers (other than the Chief Executive Officer), provide rewards if they achieved other key objectives. Corporate goals are a combination of strategic and operational goals. In 2021, we had corporate goals tied to key clinical, commercial, preclinical, financial and business development goals, as further described below.

The compensation committee determines performance bonus payments based on the results achieved as compared to targets established for a particular year. The maximum performance bonus payments that can be earned by executives is 125% of their respective target performance bonuses. There is no minimum bonus payable.

- 2021 Company Performance Objectives

The 2021 corporate goals were divided into three main categories: (i) Clinical, (ii) Commercial, (iii) Pre-Clinical Research, and (iii) Corporate Finance and Business Development. Additional detail on these goals is set forth in the table below:

<u>2021 Corporate Goal Category</u>	<u>Key Elements of Goal</u>	<u>Target Weight of Goal</u>
Clinical	ZW25-203: completion of enrollment of targeted number of efficacy evaluable patients by December 31, 2021	20%
	ZW25-301: completion of enrollment of targeted number of efficacy evaluable patients by December 31, 2021	25%
	ZW49-101: completion of expansion cohort at the go forward dose/frequency by December 31, 2021	15%
Commercial	Finalize comprehensive zanidatamab breast cancer strategy by June 30, 2021	10%
Preclinical Research	Two preclinical development decisions by December 31, 2021	15%
Corporate Finance and Business Development	Execute on (a) a material dilutive or non-dilutive financing event to support financial runway through launch in BTC; and (b) achieve significant new business development cash flow in 2021	15%
Total		100%

- 2021 Individual Performance Objectives

During 2021, the individual objectives for each of the Company's executives, other than our Chief Executive Officer, were established between each such executive and the Chief Executive Officer and discussed with the Compensation Committee. These objectives were established, in the Chief Executive Officer's judgment, to provide the greatest opportunity for the Company to meet its annual and long-term objectives. In light of the decision by the Board of Directors that our corporate goals and objectives were not achieved at a sufficient level to warrant the payment of cash bonuses for 2021, we did not conduct an evaluation of the performance of each executive against his or her respective 2021 individual performance objectives.

In January 2022, the compensation committee reviewed our performance against the corporate goals under the 2021 bonus plan and determined that these goals were not achieved at a sufficient enough level to warrant payment of any bonus to executives with respect to 2021 corporate goals, and that because the corporate goal component of the 2021 bonus plan was not achieved, none of our executive officers were eligible to receive bonuses for the individual performance component of the 2021 bonus plan.

Long-Term Incentives

Our new stock option plan, as amended, which became effective immediately prior to the consummation of our initial public offering (the "Equity Compensation Plan") (as defined under "Equity Compensation Plan Information" section below) authorizes us to make grants to eligible recipients of stock options, restricted stock, restricted stock units and other share-based awards, to attract, retain, motivate and reward qualified directors and employees and to enable and encourage such directors and employees to acquire common shares as long-term investments.

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Until 2020, the only type of long-term incentive equity that the Company had granted was stock options. In 2020 and 2021, the Company granted a mix of stock options and restricted stock units to Company executives. The compensation committee believes that a mix of stock options and restricted stock units aligns the interests of our executives (including those of our named executive officers) with our shareholders' interests by rewarding for improvements in stock price over a period of time. The Company issues stock options to reward for future performance and appreciation while providing restricted stock units because they provide some value even during periods of stock price or market volatilities, provide retention incentives during the vesting period, and reinforce a culture of ownership. By granting restricted stock units, the Company can also reduce the dilutive effect of the equity incentive awards in the form of stock options, which benefits our shareholders over time. The compensation committee evaluates the long-term incentive programs for each year, and the appropriate mix of equity awards to grant to our executive officers. In future years, the compensation committee may approve a different mix of equity awards if they determine necessary or appropriate to achieve our compensation objectives.

The option exercise price may not be less than the closing price of our common shares on the date of grant. For the 2021 stock option grants to our named executive officers, 25% of the granted options will vest on the first anniversary of grant date (subject to continued service). On the last day of each month thereafter, a further 1/36 of the total number of remaining granted options will vest.

Each restricted stock unit provides the recipient with one common share at a designated issue date following the vesting of that unit, without the payment of an exercise price or other cash consideration for the issued common shares. For the 2021 grants of restricted stock units to our named executive officers, one-third of the restricted stock units will vest each year on the first, second and third anniversary of the grant date (subject to continued service).

The following table shows information regarding stock option and restricted stock unit grants to each of our named executive officers made during the year ended December 31, 2021:

<u>Name</u>	<u>Grant Date</u>	<u>Restricted Stock Units Granted (#) ⁽¹⁾</u>	<u>Stock Options Granted (#) ⁽²⁾</u>	<u>Exercise Price of Stock Options (\$/Sh) ⁽³⁾</u>	<u>Grant Date Fair Value of Stock and Option Awards (\$) ⁽⁴⁾</u>
Ali Tehrani	3/10/2021	—	150,000	34.82	3,625,121
	3/10/2021	25,000	—	—	870,500
Neil Klompas	3/10/2021	—	48,750	34.82	1,178,164
	3/10/2021	8,125	—	—	282,913
Neil Josephson	3/10/2021	—	30,000	34.82	725,024
	5/6/2021	—	15,000	29.49	299,271
	11/10/2021	—	105,943	21.18	1,501,228
	3/10/2021	5,000	—	—	174,100
	11/10/2021	17,657	—	—	373,975
Anthony Polverino	3/10/2021	—	48,750	34.82	1,178,164
	3/10/2021	8,125	—	—	282,913
James Priour	3/10/2021	—	37,500	34.82	906,280
	3/10/2021	6,250	—	—	217,625
Diana Hausman	3/10/2021	—	48,750	34.82	1,178,164
	3/10/2021	8,125	—	—	282,913

- (1) Restricted stock units vest in three equal annual installments on each of the first, second, and third anniversaries of the date of grant.
- (2) Options vest and become exercisable with respect to (i) 25% of the underlying shares one year after the grant date and (ii) the remainder of the underlying shares in 36 equal monthly installments following the first anniversary of the date of grant.
- (3) The exercise price of the stock options is the closing price of the Company' stock on the NYSE on the grant date.
- (4) The amounts set forth in this column reflect the grant date fair value for restricted stock unit awards and stock option awards computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation – Stock Compensation. See Note 2 to the “Notes to Consolidated Financial Statements – Summary of Significant Accounting Policies – Stock-Based Compensation” and Note 10(e) “Notes to Consolidated Financial Statements – Shareholders' Equity – Stock-Based Compensation” included in our Annual Report on Form 10-K for our year ended December 31, 2021.

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Previous grants are taken into account when considering new option and restricted stock unit grants. Decisions regarding long-term incentives do not affect decisions regarding other components of compensation.

Benefits and Perquisites

Other compensation to our executive officers primarily consists of broad-based benefits. Named executive officers are eligible to participate in all our employee benefit plans, in each case on the same basis as other employees in the entity in which they are employed, including a retirement savings plan for those employed in Canada and a 401(k) plan for those employed in the United States. Our executive officers also are eligible to participate in our employee stock purchase plan on the same terms as our other eligible employees.

Currently, we do not view perquisites or other personal benefits as a significant component of our executive compensation program. Accordingly, we do not provide perquisites to our named executive officers, except in situations where we believe it is appropriate to assist an individual in the performance of his or her duties, to make them more efficient and effective, and for recruitment and retention purposes. In 2021, we did not provide perquisites to any of our named executive officers. In the future, we may provide perquisites or other personal benefits in limited circumstances, such as where we believe it is appropriate to assist an individual named executive officer in the performance of his or her duties, to make him or her more efficient and effective, and for recruitment, motivation or retention purposes.

Anti-Hedging Policy

Our executives and directors are prohibited from purchasing financial instruments (including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds) designed to hedge or offset a decrease in the market value of our securities, including securities granted as compensation or held, directly or indirectly, by the executive or director.

Potential Payments upon Termination or Change in Control

Certain of our executives, including each of our named executive officers, are parties to employment agreements with us which set forth conditions of employment and the payments that will be made upon termination of their employment. Additional discussion of the employment agreements with our named executive officers is set forth below under “Executive Compensation – Executive Employment Arrangements and Potential Payments upon Termination or Change in Control.”

Summary Compensation Table

The following table presents the compensation awarded to, earned by or paid to each of our named executive officers for the years ended December 31, 2021, December 31, 2020 and December 31, 2019. We do not have non-qualified deferred compensation.

Name and Principal Position	Year	Salary (\$)⁽¹⁾	Stock Awards (\$)⁽²⁾	Option Awards (\$)⁽²⁾	Non-Equity Incentive Plan Compensation (\$)⁽¹⁾⁽³⁾	All Other Compensation (\$)⁽¹⁾	Total (\$)
Ali Tehrani, <i>Former President & CEO</i>	2021	593,092	870,500	3,625,121	—	21,924 (4)	5,110,637
	2020	573,036	814,000	3,185,803	283,653	20,967 (5)	4,877,459
	2019	540,788	—	2,375,128	341,930	20,223 (6)	3,278,069
Neil Klompas, <i>Chief Operating Officer (former CFO)</i>	2021	437,124	282,913	1,178,164	—	2,277 (7)	1,900,478
	2020	424,424	264,000	1,033,233	163,403	2,037 (8)	1,887,097
	2019	379,082	—	1,060,041	172,422	12,629 (9)	1,624,174
Neil Josephson, <i>Chief Medical Officer (10)</i>	2021	456,653	548,075	2,525,523	—	17,438 (11)	3,547,689
Anthony Polverino, <i>Former Executive VP, Early Development & Chief Scientific Officer</i>	2021	440,800	282,913	1,178,164	—	16,031 (12)	1,917,908
	2020	428,000	264,000	1,033,233	158,360	20,348 (13)	1,903,941
	2019	400,000	—	758,019	178,000	384 (14)	1,336,403
James Priour, <i>Former Chief Commercial Officer (15)</i>	2021	400,000	217,625	906,280	—	17,438 (16)	1,541,343
Diana Hausman, <i>Former Chief Medical Officer (17)</i>	2021	173,792	282,913	1,178,164	—	11,220 (18)	1,646,089
	2020	449,946	264,000	1,033,233	166,480	20,188 (19)	1,933,847
	2019	432,640	—	758,019	192,525	21,341 (20)	1,404,525

- (1) Salary for all named executive officers is determined in U.S. dollars. However, 2021, 2020 and 2019 cash compensation amounts for Dr. Tehrani and Mr. Klompas were paid in Canadian dollars and have been converted to U.S. dollars for the purposes of the table. For 2021, 2020 and 2019, the U.S. dollar per Canadian dollar exchange rates used for such conversions were 0.7978, 0.7455 and 0.7537, which were the average annual Bank of Canada exchange rates for 2021, 2020 and 2019, respectively.
- (2) The amounts set forth in these columns reflect the aggregate grant date fair value for restricted stock unit awards and option awards computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation – Stock Compensation. See Note 2 to the “Notes to Consolidated Financial Statements – Summary of Significant Accounting Policies – Stock-Based Compensation” and Note 10(e) “Notes to Consolidated Financial Statements – Shareholders’ Equity – Stock-Based Compensation” included in our Annual Report on Form 10-K for our year ended December 31, 2021.
- (3) The amounts reflect the dollar value of incentive bonuses paid in 2021 and 2020 for performance during 2020 and 2019, respectively, as discussed further above under “Executive Compensation – Components of Compensation Package – Cash Bonus.”
- (4) Of the total amount for 2021, (i) \$17,814 represents contributions to our registered retirement savings plan and (ii) \$4,110 represents life insurance premiums through our group extended benefit plan.
- (5) Of the total amount for 2020, (i) \$17,191 represents contributions to our registered retirement savings plan and (ii) \$3,776 represents life insurance premiums through our group extended benefit plan.
- (6) Of the total amount for 2019, (i) \$16,224 represents contributions to our registered retirement savings plan and (ii) \$3,999 represents life insurance premiums through our group extended benefit plan.
- (7) The total amount for 2021 represents life insurance premiums through our group extended benefit plan.
- (8) The total amount for 2020 represents life insurance premiums through our group extended benefit plan.
- (9) Of the total amount for 2019, (i) \$10,474 represents contributions to our registered retirement savings plan and (ii) \$2,155 represents life insurance premiums through our group extended benefit plan.
- (10) Dr. Josephson was promoted to Chief Medical Officer in 2021. As a result of this promotion, his base salary increased to \$480,000 in November 2021.

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- (11) Of the total amount for 2021, (i) \$17,400 represents contributions to our 401(k) plan and (ii) \$38 represents life insurance premiums through our group extended benefit plan.
- (12) Of the total amount for 2021, (i) \$15,993 represents contributions to our 401(k) plan and (ii) \$38 represents life insurance premiums through our group extended benefit plan.
- (13) Of the total amount for 2020, (i) \$20,310 represents contributions to our 401(k) plan and (ii) \$38 represents life insurance premiums through our group extended benefit plan.
- (14) The total amount for 2019 represents life insurance premiums through our group extended benefit plan.
- (15) Mr. Priour was promoted to Chief Commercial Officer in January 2021.
- (16) Of the total amount for 2021, (i) \$17,400 represents contributions to our 401(k) plan and (ii) \$38 represents life insurance premiums through our group extended benefit plan.
- (17) On April 15, 2021, Dr. Hausman provided notice of her resignation as Chief Medical Officer. She continued to serve in an executive advisory role until November 15, 2021.
- (18) Of the total amount for 2021, (i) \$11,204 represents contributions to our 401(k) plan and (ii) \$16 represents life insurance premiums through our group extended benefit plan.
- (19) Of the total amount for 2020, (i) \$20,150 represents contributions to our 401(k) plan and (ii) \$38 represents life insurance premiums through our group extended benefit plan.
- (20) Of the total amount for 2019, (i) \$20,957 represents contributions to our 401(k) plan and (ii) \$384 represents life insurance premiums through our group extended benefit plan.

Grants of Plan-Based Awards Table

The following table shows information regarding grants to each of our named executive officers of plan-based awards that were (i) made during the year ended December 31, 2021 or (ii) made with respect to 2021 cash incentive bonuses:

Name	Grant Date	Date of Action	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)			All Other Stock Awards: Number of Shares of Stock or Units (#) (2)	All Other Option Awards: Number of Securities Underlying Options (#) (3)	Closing Price on Date of Grant (\$/Sh)	Grant Date Fair Value of Stock and Option Awards (\$) (4)
			Threshold (\$)	Target (\$)	Maximum (\$)				
Ali Tehrani	3/10/2021	3/10/2021	—	—	—	—	150,000	34.82	3,625,121
	3/10/2021	3/10/2021	—	—	—	25,000	—	—	870,500
	2/2/2021 (5)	2/2/2021 (5)	—	326,200	407,750	—	—	—	—
Neil Klompas	3/10/2021	3/10/2021	—	—	—	—	48,750	34.82	1,178,164
	3/10/2021	3/10/2021	—	—	—	8,125	—	—	282,913
	1/29/2021(6)	1/29/2021(6)	—	174,849	218,562	—	—	—	—
Neil Josephson	3/10/2021	3/10/2021	—	—	—	—	30,000	34.82	725,024
	5/6/2021	5/6/2021	—	—	—	—	15,000	29.49	299,271
	11/10/2021	11/10/2021	—	—	—	—	105,943	21.18	1,501,228
	3/10/2021	3/10/2021	—	—	—	5,000	—	—	174,100
	11/10/2021	11/10/2021	—	—	—	17,657	—	—	373,975
1/29/2021(7)	1/29/2021(7)	—	158,620	198,275	—	—	—	—	
Anthony Polverino	3/10/2021	3/10/2021	—	—	—	—	48,750	34.82	1,178,164
	3/10/2021	3/10/2021	—	—	—	8,125	—	—	282,913
	1/29/2021(6)	1/29/2021(6)	—	176,320	220,400	—	—	—	—
James Priour	3/10/2021	3/10/2021	—	—	—	—	37,500	34.82	906,280
	3/10/2021	3/10/2021	—	—	—	6,250	—	—	217,625
	1/29/2021(6)	1/29/2021(6)	—	160,000	200,000	—	—	—	—
Diana Hausman	3/10/2021	3/10/2021	—	—	—	—	48,750	34.82	1,178,164
	3/10/2021	3/10/2021	—	—	—	8,125	—	—	282,913
	1/29/2021(6)	1/29/2021(6)	—	185,378	231,723	—	—	—	—

- (1) Non-equity incentive plan awards consist of cash incentive bonuses as discussed above under “Executive Compensation – Components of Compensation Package – Cash Bonus.” The amounts reflect the U.S. dollar value of target cash bonuses for performance in 2021. As discussed above under “Executive Compensation – Components of Compensation Package – Cash Bonus,” no cash bonuses with respect to 2021 performance were paid.
- (2) Restricted stock units vest in three equal annual installments on each of the first, second, and third anniversaries of the date of grant.
- (3) Options vest and become exercisable with respect to (i) 25% of the underlying shares one year after the grant date and (ii) the remainder of the underlying shares in 36 equal monthly installments following the first anniversary of the date of grant.
- (4) The amounts set forth in this column reflect the grant date fair value for restricted stock unit awards and stock option awards computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation – Stock Compensation. See Note 2 to the “Notes to Consolidated Financial Statements – Summary of Significant Accounting Policies – Stock-Based Compensation” and Note 10(e) “Notes to Consolidated Financial Statements – Shareholders’ Equity – Stock-Based Compensation” included in our Annual Report on Form 10-K for our year ended December 31, 2021.
- (5) On February 2, 2021, the Board of Directors approved a 2021 target cash incentive bonus for Dr. Tehrani of 55% of his 2021 base salary.
- (6) On February 3, 2021, the compensation committee approved a 2021 target cash incentive bonus for each of Mr. Klompas, Dr. Polverino, Mr. Priour and Dr. Hausman of 40% of each of their respective 2021 base salaries.
- (7) On February 3, 2021, the compensation committee approved a 2021 target cash incentive bonus for Dr. Josephson of 35% of his 2021 base salary. Dr. Josephson was promoted to Chief Medical Officer in November 2021. In connection with this promotion, his base salary was increased to \$480,000 and his target cash incentive bonus was increased to 40% of his base salary. The figures in the table with respect to his target and maximum target cash incentive bonus are based on his original (pre-promotion) 2021 base salary and target cash incentive bonus percentage.

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Outstanding Equity Awards at 2021 Year End

The following table lists all outstanding equity awards granted in Canadian dollars under our initial employee stock option plan, as amended, (the “Original Plan”) (described under “Employee Benefit Plans – Original Plan,” below) and equity awards granted in U.S. dollars under the Equity Compensation Plan (described under “Employee Benefit Plans – Equity Compensation Plan” below) held by our named executive officers as of December 31, 2021:

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Name	Grant Date	Option Awards				Stock Awards	
		Number of Securities Underlying Unexercised Options (#)	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#) ⁽²⁾	Market Value of Shares or Units of Stock That Have Not Vested (\$) ⁽²⁾
Ali Tehrani	1/1/2013	20,950	—	5.79 ⁽³⁾	1/1/2023	—	—
	1/1/2014	20,950	—	9.26 ⁽³⁾	1/1/2024	—	—
	1/1/2015	23,464	—	11.52 ⁽³⁾	1/1/2025	—	—
	1/29/2016	293,300	—	9.66 ⁽³⁾	1/29/2026	—	—
	2/3/2017	41,900	—	18.03 ⁽³⁾	2/3/2027	—	—
	6/12/17	250,000	—	9.82	6/12/2027	—	—
	3/19/2018	239,583	10,417	11.84	3/18/2028	—	—
	1/8/2019	176,250	58,750	15.53	1/7/2029	—	—
	3/10/2020	63,594	75,156	35.20	3/9/2030	—	—
	3/10/2021	—	150,000	34.82	3/9/2031	—	—
	3/10/2020	—	—	—	—	15,417	542,678
3/10/2021	—	—	—	—	25,000	870,500	
Neil Klompas	1/1/2013	4,330	—	5.79 ⁽³⁾	1/1/2023	—	—
	1/1/2014	20,950	—	9.26 ⁽³⁾	1/1/2024	—	—
	1/1/2015	23,464	—	11.52 ⁽³⁾	1/1/2025	—	—
	1/29/2016	125,700	—	9.66 ⁽³⁾	1/29/2026	—	—
	2/3/2017	35,615	—	18.03 ⁽³⁾	2/3/2027	—	—
	6/12/2017	85,000	—	9.82	6/12/2027	—	—
	3/19/2018	71,875	3,125	11.84	3/18/2028	—	—
	1/8/2019	67,500	22,500	15.53	1/7/2029	—	—
	3/27/2019	10,625	4,375	15.23	3/26/2029	—	—
	3/10/2020	20,625	24,375	35.20	3/9/2030	—	—
	3/10/2021	—	48,750	34.82	3/9/2031	—	—
3/10/2020	—	—	—	—	5,000	176,000	
3/10/2021	—	—	—	—	8,125	282,913	
Neil Josephson	5/6/2019	53,333	26,667	19.11	5/5/2029	—	—
	3/10/2020	6,016	7,109	35.20	3/9/2030	—	—
	3/10/2021	—	30,000	34.82	3/9/2031	—	—
	5/6/2021	—	15,000	29.49	5/5/2031	—	—
	11/10/2021 ⁽⁴⁾	—	105,943	21.18	11/9/2031	—	—
	3/10/2020	—	—	—	—	1,459	51,357
	3/10/2021	—	—	—	—	5,000	174,100
11/10/2021 ⁽⁴⁾	—	—	—	—	17,657	373,975	
Anthony Polverino	12/12/2018	52,392	25,208	15.00	12/11/2028	—	—
	1/8/2019	56,250	18,750	15.53	1/7/2029	—	—
	3/10/2020	20,625	24,375	35.20	3/9/2030	—	—
	3/10/2021	—	48,750	34.82	3/9/2031	—	—
	3/10/2020	—	—	—	—	5,000	176,000
	3/10/2021	—	—	—	—	8,125	282,913
James Priour	4/13/2020	17,850	22,950	37.65	4/12/2030	—	—
	3/10/2021	—	37,500	34.82	3/9/2031	—	—
	4/13/2020	—	—	—	—	4,534	170,705
	3/10/2021	—	—	—	—	6,250	217,625
Diana Hausman	3/10/2020	18,750	—	35.20	3/9/2030	—	—

(1) Options vest and become exercisable with respect to (i) 25% of the underlying shares one year after the grant date and (ii) the remainder of the underlying shares in 36 equal monthly installments following the first anniversary of the date of grant.

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- (2) Restricted stock units vest in three equal annual installments on each of the first, second, and third anniversaries of the date of grant.
- (3) These options were granted with exercise prices denominated in Canadian dollars. The U.S. dollar per Canadian dollar exchange rate used to convert option exercise price to U.S. dollars was 0.7978, which was the average annual Bank of Canada exchange rate for 2021.
- (4) Pursuant to the terms of Dr. Josephson's promotion letter in connection with his promotion to Chief Medical Officer in November 2021, if prior to the first anniversary of the grant date the Company (A) removes Dr. Josephson from the role of Chief Medical Officer or (B) terminates Dr. Josephson's employment without cause (the effectiveness of such removal or termination, the "Acceleration Date"), the date upon which 25% of such stock options become exercisable and 25% of such RSUs become vested shall be accelerated to such Acceleration Date.

Option Exercises and Stock Vested Table

The following table sets forth the number of shares and value realized by the named executive officers during 2021 on the exercise of stock options and the vesting of restricted stock units:

Name	Options		Restricted Stock Units	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Vested (#)	Value Realized on Vesting (\$)
Ali Tehrani	57,660	1,830,223	7,708	269,421
Neil Klompas	Nil	Nil	2,500	87,384
Neil Josephson	Nil	Nil	729	25,481
Anthony Polverino	4,900	83,202	2,500	87,384
James Priour	Nil	Nil	2,266	63,288
Diana Hausman	193,812	3,883,985	2,500	87,384

Pension Benefits

We do not have any qualified or non-qualified defined benefit pension plans.

Non-qualified Deferred Compensation

We do not have any non-qualified defined contribution plans or other deferred compensation plans.

Executive Employment Arrangements and Potential Payments upon Termination or Change in Control

2021 Executive Employment Arrangements

Key provisions of the employment agreements that were in effect as of December 31, 2021, for our named executive officers (other than Dr. Hausman) are described below. For Dr. Hausman, the description of her employment agreement below reflects the terms that were in effect immediately prior to her resignation in 2021.

On December 13, 2007, we entered into an employment agreement with Dr. Tehrani setting forth the terms and conditions of his employment as our President and Chief Executive Officer prior to his resignation at the beginning of January 2022, which provided for his initial base salary and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. This agreement was amended on January 1, 2014. On January 17, 2017, we entered into an amended and restated employment agreement with Dr. Tehrani that superseded and replaced the December 2007 agreement, as amended, and set forth revised termination and change of control provisions. Under the new not-for-cause termination severance formula, during the first three years of employment, Dr. Tehrani is entitled to 12 months of written notice or payment in lieu of notice equal to 12 months of his base salary and continuation of benefits for 12 months, or any combination thereof. Commencing in the fourth year of employment, Dr. Tehrani is entitled to an additional one month's notice, or the equivalent base salary and continuation of benefits, or any combination thereof, for each additional completed year of service, up to a total maximum of 18 months. If Dr. Tehrani is terminated without cause within 12 months following a change of control, he shall receive severance equal to 24 months of his base salary, continuation of benefits for 24 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

On January 25, 2007, we entered into an employment agreement with Mr. Klompas, our current Chief Operating Officer, setting forth the terms and conditions of his employment as our Director of Finance and Operations, which provided for his initial base salary and initial equity award, and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. This agreement was amended on October 23, 2007, and January 1, 2014. On January 17, 2017, we entered into an amended and restated employment agreement with Mr. Klompas that superseded and replaced the January 2007 agreement, as amended, and set forth revised termination and change of control provisions. Under the new not-for-cause termination severance formula, during the first three years of employment, Mr. Klompas is entitled to 12 months of written notice or payment in lieu of notice equal to 12

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months of his base salary and continuation of benefits for 12 months, or any combination thereof. Commencing in the fourth year of employment, Mr. Klompas is entitled to an additional one month's notice, or the equivalent base salary and continuation of benefits, or any combination thereof, for each additional completed year of service, up to a total maximum of 18 months. If Mr. Klompas is terminated without cause within 12 months following a change of control, he shall receive severance equal to 18 months of his base salary, continuation of benefits for 18 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

On April 29, 2019, we entered into an employment agreement with Dr. Josephson, our current Chief Medical Officer, setting forth the terms and conditions of his employment as our Vice President, Clinical Research. His employment agreement provided for his initial base salary, initial equity awards and target annual bonus, and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. If Dr. Josephson's employment is terminated without cause during the first three years of employment, he is entitled to 12 months of written notice or payment equal to 12 months of his base salary and continuation of benefits for 12 months, or any combination thereof. Commencing in the fourth year of employment, Dr. Josephson is entitled to an additional one month's written notice or payment equal to one month of his base salary and continuation of benefits for one month, or any combination thereof, for each additional completed year of service, up to a total maximum of 18 months. If Dr. Josephson is terminated without cause within 12 months following a change of control, he shall receive severance equal to 18 months of his base salary, continuation of benefits for 18 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

On September 20, 2018, we entered into an employment agreement with Dr. Polverino setting forth the terms and conditions of his employment as our Executive Vice President, Early Development and Chief Scientific Officer until his termination in January 2022. His employment agreement provided for his initial base salary and initial equity award, and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. If Dr. Polverino's employment is terminated without cause during the first three years of employment, he is entitled to 12 months of written notice or payment in lieu of notice equal to 12 months of his base salary and continuation of benefits for 12 months, or any combination thereof. Commencing in the fourth year of employment, Dr. Polverino is entitled to an additional one month's notice, or the equivalent base salary and continuation of benefits, or any combination thereof, for each additional completed year of service, up to a total maximum of 18 months. If Dr. Polverino is terminated without cause within 12 months following a change of control, he shall receive severance equal to 18 months of his base salary, continuation of benefits for 18 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

On April 1, 2020, we entered into an employment agreement with Mr. Priour, our former Chief Commercial Officer, setting forth the terms and conditions of his employment as our Senior Vice President, Commercial until his termination in January 2022. His employment agreement provided for his initial base salary, a signing bonus, initial equity awards and target annual bonus, and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. If Mr. Priour's employment is terminated without cause during the first three years of employment, he is entitled to 12 months of written notice or payment equal to 12 months of his base salary and continuation of health and dental benefits for 12 months. Commencing in the fourth year of employment, Mr. Priour is entitled to an additional one month's written notice or payment equal to one month of his base salary and continuation of health and dental benefits for each additional completed year of service, up to a total maximum of 18 months. If Mr. Priour is terminated without cause within 12 months following a change of control, he shall receive severance equal to 18 months of his base salary, continuation of benefits for 18 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

On June 1, 2016, we entered into an employment agreement with Dr. Hausman setting forth the terms and conditions of her employment as our Chief Medical Officer until her resignation in April 2021. Her employment agreement provided for her initial base salary and initial equity award, and which includes, among other things, provisions regarding confidentiality, ownership of developments, non-competition and non-solicitation, as well as eligibility for our incentive plans. Dr. Hausman's employment agreement also specifies, in the case of termination of employment other than for cause, she will be entitled to 12 months' notice, or payment in lieu of notice equal to 12 months of her base salary, or any combination thereof, should termination occur within the first year of employment. Following the first year of employment, she will be entitled to an additional one month's notice, or the equivalent base salary, or any combination thereof, for each additional completed year of service, up to a total maximum of 18 months. On January 18, 2017, we entered into an amended and restated employment agreement with Dr. Hausman that superseded and replaced the June 2016 agreement and set forth a new change of control provision. If Dr. Hausman is terminated without cause within 12 months following a change of control, she shall receive severance equal to 18 months of her base salary, continuation of benefits for 18 months and full vesting acceleration of all unvested stock options or other equity grants made as at that date.

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In May 2021, Dr. Hausman transitioned from her role as our Chief Medical Officer, but remained with the Company as a clinical advisor through November 2021. In connection with this transition, Dr. Hausman and the Company entered into a consulting agreement under which she continued to vest in her Company options until the end of the consulting period, subject to her continued service.

2022 Executive Employment Arrangements

In connection with Mr. Galbraith's appointment as President and Chief Executive Officer, the Company and Mr. Galbraith entered into an employment agreement (the "**Galbraith Employment Agreement**"). The Galbraith Employment Agreement does not have a specific term.

Pursuant to the Galbraith Employment Agreement, Mr. Galbraith is entitled to the following compensation and benefits:

- An annual base salary of \$600,000, with eligibility to earn an annual discretionary bonus of up to 60% of his annual base salary, based upon the achievement of certain Company goals determined by the Board.
- Options to purchase 500,000 of the Company's common shares at an exercise price per share equal to the fair market value on the date of grant (the "**Inducement Options**"). 25% of the Inducement Options vest and become exercisable on the one-year anniversary of the date of grant, and thereafter 1/36 of the remaining Inducement Options will vest on the last day of each month, until all of the Inducement Options have vested, subject to Mr. Galbraith's continued service.
- Eligibility to participate in the Company's employee benefit plans, policies and arrangements that, in the aggregate, are reasonably consistent with other executive officers generally.
- Enrollment in a qualifying pension scheme under the UK Pensions Act 2008.
- Reimbursement of relocation expenses up to a maximum gross amount of \$300,000, grossed up for the impact of any taxable withholding, for reasonable moving expenses incurred by Mr. Galbraith and his immediate family during relocation from Mr. Galbraith's primary residence to the Vancouver, British Columbia or Seattle, Washington area during the first eighteen months of employment. The total amount reimbursed shall be repaid to the Company if Mr. Galbraith's employment terminates within two years following the effective date of employment.
- Temporary housing through the earlier of Mr. Galbraith's relocation or the date that is 18 months following the effective date of employment, grossed up for the impact of any tax withholding.
- A tax equalization payment if Mr. Galbraith is subject to income taxation or other taxation outside of the United Kingdom during the period of his employment, grossed up for the impact of any tax withholding, and tax preparation services.
- If the Company terminates Mr. Galbraith's employment, then Mr. Galbraith will be eligible to receive twelve months of notice or the equivalent of twelve months of base salary as of the date notice is given, or any combination thereof that totals twelve months of combined notice and base salary. If such termination of employment or resignation occurs on or after the fourth year of employment, Mr. Galbraith will be eligible to receive an additional one month of notice or the equivalent of one month of base salary as of the date notice is given, or any combination thereof, for each additional completed year of service, up to a total maximum of eighteen months. Mr. Galbraith will also be eligible for continuation of group health and dental benefits through the applicable notice period to the extent permitted by any applicable benefit plan.
- In the event of termination on death or disability, as defined in the Company's long-term disability plan or policy then in effect with respect to him, Mr. Galbraith, or his estate, will receive (x) a lump sum payment equal to the difference between (1) eighteen months of base salary plus target annual cash bonus as of the date of death or disability and (2) the amount that Mr. Galbraith or his estate will receive as a result of death or disability under the Company's applicable insurance policies in effect as of the date of termination, (y) group extended health and dental benefits continuation for his surviving family members for eighteen months (or lump sum payment for the premium costs of such benefits in lieu thereof), and (z) full vesting acceleration of all unvested and outstanding stock options or other equity grants made to Mr. Galbraith as of the date of death or disability.
- If Mr. Galbraith's employment is terminated by the Company without cause within twelve months following, or within three months prior to, a Change of Control (as defined in the Galbraith Employment Agreement), Mr. Galbraith will be eligible to receive (x) a lump sum payment of eighteen months of base salary and 100% of target annual cash bonus as of the date of termination, (y) group extended health and dental benefits continuation as of the date of termination for eighteen months (or lump sum payment for the premium costs of such benefit plans in lieu thereof) and (z) full vesting acceleration of all unvested and outstanding stock options or other equity grants as of the date of termination. Such payments will be subject to Mr. Galbraith entering into a valid settlement agreement with the Company.
- In addition, the Galbraith Employment Agreement requires Mr. Galbraith, among other things, not to compete, either directly or indirectly, with the Company while employed by the Company and for up to six months following the termination of his employment with the Company. The Galbraith Employment Agreement also requires Mr. Galbraith not to solicit the Company's employees or consultants to terminate their relationship with the Company while he is employed by the Company and for up to one year following the termination of his employment with the Company.

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In connection with Dr. Tehrani's resignation, the Company and Mr. Tehrani entered into a Separation Agreement and Release (the "**Tehrani Separation Agreement**") providing for the following benefits:

- A lump sum payment of \$889,638, equivalent to eighteen months of base salary.
- Payment of the annual performance bonus for 2021 that he would have received had he remained employed with the Company through the applicable bonus payment date, calculated based on actual achievement of the applicable performance goals under the bonus plan as determined by the Board of Directors. Payment of the bonus, if any, will be made in a lump sum at the same time as the other Company senior executives receive their 2021 bonus. As described in the "Cash Bonus" section above, the Compensation Committee determined that the 2021 goals were not achieved at a level sufficient to warrant the payment of a bonus to executives, and therefore no bonus was paid to Dr. Tehrani.
- Eligibility to participate in the Company's employee benefit plans for the lesser of (a) eighteen months from January 15, 2022 (the "**Tehrani Termination Date**") or (b) the date of enrollment in the benefit plans of a new employer. The aggregate value of the premiums for extended participation under these plans is \$5,377.
- Entry into a Consulting Services Agreement, whereby he will assist certain transitional matters at the request and direction of the Company on an as needed basis. The Consulting Services agreement will begin on the Tehrani Termination Date and cease on September 30, 2023. Dr. Tehrani will be entitled to continued vesting and exercise benefits for outstanding stock options and restricted stock units under the Company's equity incentive plans for the duration of the Consulting Services Agreement. Following the termination of the Consulting Services Agreement, and provided that Dr. Tehrani has satisfactorily performed his duties as chief executive officer between the date of the Tehrani Separation Agreement and the Tehrani Termination Date and timely executes a supplemental release agreement, he will have 12 months from the termination of the Consulting Services Agreement to exercise any vested Company stock options, subject to any such options' earlier expiration during such period.
- Reimbursement for all reasonable and documented business expenses actually and properly incurred in relation to Company business up to the Tehrani Termination Date.

In connection with Mr. Klompas' appointment as Chief Operating Officer, the Company has provided Mr. Klompas with a promotion letter (the "**Klompas Promotion Letter**").

Pursuant to the Klompas Promotion Letter, Mr. Klompas is entitled to the following modifications to his existing compensation and benefits:

- An increase to his annual base salary from \$437,124 to \$458,000; and
- An increase to his annual discretionary bonus opportunity from 40% to 45% of his annual base salary, based upon the achievement of certain Company goals determined by the Board.

In connection with Dr. Polverino's departure from the Company, the Company and Dr. Polverino entered into a Separation Agreement and Release providing for the following benefits (which benefits are substantially similar to the severance benefits under his employment agreement in effect immediately prior to his termination date):

- Severance paid in installments of \$18,367.00 on each of the Company's semi-monthly payroll dates for the twelve (12) month period beginning on the first payroll date to occur after March 22, 2022; provided, however, that any such payments that would, according to such schedule, be paid after March 15, 2023, will be accelerated and paid on the Company's first regular payroll date in March 2023 that occurs on or before March 15, 2023.
- Reimbursement for Dr. Polverino's payments for COBRA coverage for the lesser of (i) twelve (12) months or (ii) until Dr. Polverino has secured health insurance coverage through a new employer.

In connection with Mr. Priour's departure from the Company, the Company and Mr. Priour entered into a Separation Agreement and Release providing for the following benefits (which benefits are substantially similar to the severance benefits under his employment agreement in effect immediately prior to his termination date):

- Severance paid installments of \$16,667.00 on each of the Company's semi-monthly payroll dates for the twelve (12) month period beginning on the first payroll date to occur after February 12, 2022.
- Reimbursement for Mr. Priour's payments for COBRA coverage for the lesser of (i) twelve (12) months or (ii) until Mr. Priour has secured health insurance coverage through a new employer.

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The table below shows the estimated amounts of the termination payments and benefits that will be made to our named executive officers upon the termination of their employment under the terms of their current employment agreements (assuming termination took place on December 31, 2021 and the price per share is the closing market price as of that date):

Name and Principal Position	Event	Severance (\$)	Options (\$) ⁽¹⁾⁽²⁾	Restricted Stock Units (\$) ⁽³⁾	Other Payments (\$) ⁽¹⁾⁽⁴⁾	Total (\$)
Ali Tehrani,						
<i>Former President & CEO</i>						
	Termination other than for cause	889,638	5,418,454	—	5,377	6,313,469
	Termination following a change of control event (double trigger)	1,186,184	5,516,376	662,435	7,169	7,372,164
Neil Klompas,						
<i>Chief Operating Officer (former CFO)</i>						
	Termination other than for cause	655,686	2,137,014	—	5,377	2,798,077
	Termination following a change of control event (double trigger)	655,686	2,175,658	215,119	5,377	3,051,840
Neil Josephson,						
<i>Chief Medical Officer</i>						
	Termination other than for cause	480,000	—	—	33,240	513,240
	Termination following a change of control event (double trigger)	720,000	—	395,261	49,860	1,165,121
Anthony Polverino,						
<i>Former Executive VP, Early Development & Chief Scientific Officer</i>						
	Termination other than for cause	440,800	121,200	—	27,951	589,951
	Termination following a change of control event (double trigger)	661,200	172,364	215,119	41,927	1,090,610
James Priour,						
<i>Former Chief Commercial Officer</i>						
	Termination other than for cause	400,000	—	—	33,240	433,240
	Termination following a change of control event (double trigger)	600,000	—	176,750	49,860	826,610
Diana Hausman,						
<i>Former Chief Medical Officer</i>						
	Termination other than for cause	540,687	—	—	—	540,687
	Termination following a change of control event (double trigger)	695,169	—	—	—	695,169

(1) Canadian dollar amounts have been converted to U.S. dollars based on the historical Canadian to U.S. average daily rate of exchange as at December 31, 2021.

(2) The value of accelerated vesting of options is calculated based on the closing price on the NYSE of \$16.39 per share as of December 31, 2021.

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- (3) The value of accelerated vesting of restricted stock units is calculated based on the closing price on the NYSE of \$16.39 per share as of December 31, 2021.
- (4) For Canadian named executive officers (Dr. Tehrani and Mr. Klompas) amounts shown in the “Other Payments” column relate to contributions to our extended medical benefits premiums. For U.S. named executive officers (Dr. Hausman, Dr. Polverino, Dr. Josephson and Mr. Priour), these amounts relate to health benefits plan premiums. For our Canadian named executive officers, these amounts are denominated in U.S. dollars but paid in Canadian dollars.

Director Compensation Table

The following table presents the compensation awarded to, earned by or paid to our directors (other than Dr. Tehrani, whose compensation is provided in the Summary Compensation Table above) for the year ended December 31, 2021. We do not currently have director compensation in the form of share-based awards (other than stock options), non-equity incentive plan compensation or non-qualified deferred compensation.

<u>Name</u>	<u>Fees Earned or Paid in Cash (\$)</u>	<u>Option Awards (\$)⁽¹⁾⁽²⁾</u>	<u>Total (\$)</u>
Troy M. Cox	52,316	172,408	224,724
Kenneth Hillan	56,286	172,408	228,694
Susan Mahony	53,580	172,408	225,988
Kelvin Neu (3)	47,166	172,408	219,574
Hollings C. Renton	51,727	172,408	224,135
Natalie Sacks	59,749	172,408	232,157
Lota Zoth	90,612	172,408	263,020

- (1) The amounts set forth in this column reflect the aggregate grant date fair value for option awards computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation – Stock Compensation. See Note 2 to the “Notes to Consolidated Financial Statements – Summary of Significant Accounting Policies – Stock-Based Compensation” and Note 10(e) “Notes to Consolidated Financial Statements – Shareholders’ Equity – Stock-Based Compensation” included in our Annual Report on Form 10-K for our year ended December 31, 2021.
- (2) As of December 31, 2021, directors held the following number of options to purchase Company common shares: (i) Mr. Cox, 48,000; (ii) Dr. Hillan, 59,425; (iii) Dr. Mahony, 48,000; (iv) Dr. Neu, 9,000; (v) Mr. Renton, 59,425; (vi) Dr. Sacks, 53,140; and (vii) Ms. Zoth, 61,117.
- (3) Dr. Neu joined the Company’s Board of Directors in March 2020. Dr. Neu was an employee of Baker Bros. Advisors LP until January 2021. Pursuant to the terms of Dr. Neu’s employment by Baker Brothers Advisors LP, the fees earned in 2020 were remitted to Baker Bros. Advisors LP and the options granted to him in 2020 were, and will continue to be, beneficially owned by Baker Bros. Advisors LP.

Director Compensation

The written charter of our compensation committee provides that the compensation committee will review compensation for members of our Board of Directors on at least an annual basis, taking into account their responsibilities and time commitment and information regarding the compensation paid at peer companies. The compensation committee will make recommendations to our Board of Directors with respect to changes to our approach to director compensation as it considers appropriate.

In 2020, the compensation committee engaged Radford to conduct a competitive assessment of our Board of Director compensation program. Radford analyzed board of director compensation practices of our peer group, and compared our Board of Director compensation program to these practices. Based on these findings, the compensation committee determined that it was appropriate and in line with market practices to maintain the Board cash and equity compensation of non-employee directors at the 2020 levels for 2021, with the exception that the annual cash retainer fee for service as chair of the research and development committee be increased from \$12,000 to \$15,000. The Board of Directors approved this adjustment in March 2021. This change positioned our 2021 individual director compensation and total aggregate director compensation between the 25th and 50th percentile compared to the 2021 peer group. No other changes to Board of Director compensation were made for 2021.

In March 2022, the compensation committee engaged Radford to conduct a competitive assessment of our Board of Director compensation program. Based on these findings, the compensation committee recommended, and the Board approved, the following changes to the cash and equity compensation of non-employee directors:

- The cash component for Board of Directors and committee membership was maintained at the 2021 levels, with the exception that the cash retainer fee for service as lead independent director was reduced from \$70,000 to \$65,000.

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- The initial option grants for new directors, to be granted upon joining the Board of Directors, was changed from 18,000 options to 40,000 options, with the vesting schedule remaining as 1/36 vesting on each monthly anniversary of the effective award date; and
- The annual equity grant to directors, to be granted at a time of the Company's annual general meeting of shareholders, was changed from 9,000 options to 20,000 options, with the vesting schedule remaining that such options cliff vest on the date of the next year's annual general meeting of shareholders.

These changes positioned our 2022 individual director compensation and total aggregate director compensation between the 25th and 50th percentile compared to the 2022 peer group, consisting of publicly traded, pre-commercial biopharmaceutical companies: (i) that are clinical stage companies (with a focus on Phase 2 and Phase 3), particularly those with a therapeutic focus in oncology; (ii) with market capitalizations generally between \$250 million and \$2.2 billion; (iii) with generally between 100 and 500 employees; (iv) that are located in Canada and the United States, with a focus on companies headquartered in biotechnology hub markets; and (v) preferably that have gone public in the last five years.

Following the recommendation of the compensation committee, the Board of Directors also determined to not implement stock ownership guidelines at this time. No other changes to Board of Director compensation were made for 2022.

Cash Compensation for Directors

In 2021, we generally provided the below annual cash retainer fees for service on our Board of Directors and committees. The fees for service on committees are in addition to the annual retainer fees for service on the Board of Directors.

	Amount (\$)
Board of Directors:	
Member	40,000
Chair or Lead Independent Director	70,000
Audit Committee:	
Member	7,500
Chair	15,000
Compensation Committee:	
Member	5,000
Chair	10,000
Nominating and Corporate Governance Committee:	
Member	3,750
Chair	7,500
Research and Development Committee:	
Member	6,000
Chair	15,000

Cash retainer fees were amended in March 2022 as discussed above.

Equity Compensation for Directors

We grant members of the Board of Directors an initial grant of options in connection with appointment to the Board of Directors, which vest ratably in 36 monthly installments. In 2021, the initial grant was 18,000 options. In March 2022 the initial grant was increased to 40,000 options, as discussed above.

We grant an annual award of options to each member of the Board of Directors, which we typically grant on or about the date of our annual general meeting. Annual award options vest in full on the date of the first annual general meeting following the grant date. In 2021, the annual grant was 9,000 options. In March 2022 the annual grant was increased to 20,000 options, as discussed above.

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Expense Reimbursement

Each member of our Board of Directors is also entitled to reimbursement for reasonable travel and other expenses incurred in connection with attending board meetings and meetings for any committee on which he or she serves. These amounts are not included in the table above.

Risk Management

As part of its normal practice, the compensation committee evaluates the risk-taking incentives created by our compensation policies and practices and has concluded that such incentives are not reasonably likely to have a material adverse effect on the Company.

Pay Ratio Disclosure

Under rules adopted pursuant to the Dodd-Frank Act, we are required to calculate and disclose the total compensation paid to our median paid employee, as well as the ratio of the total compensation paid to the median employee as compared to the total compensation paid to our Chief Executive Officer (the “**CEO Pay Ratio**”). The paragraphs that follow describe our methodology and the resulting CEO Pay Ratio.

Measurement Date

We identified the median employee using our employee population on October 1, 2021 (including all employees, whether employed on a full-time, part-time, seasonal or temporary basis).

Consistently Applied Compensation Measure

Under the relevant rules, we are required to identify the median employee by use of a “consistently applied compensation measure” (“**CACM**”). We chose a CACM that closely approximates the annual target total direct compensation of our employees. Specifically, we identified the median employee by aggregating, for each employee as of October 1, 2021: (1) annual base pay, (2) annual target cash incentive opportunity, and (3) the estimated grant date fair value for equity awards granted between January 1, 2021 and October 1, 2021. In identifying the median employee, we converted compensation amounts paid in Canadian dollars based on the applicable year-to-date average exchange rate as of October 1, 2021 and annualized the compensation values of individuals that joined our Company during 2021. We did not exclude workers in non-U.S. countries and did not make any cost-of-living adjustments.

Methodology and Pay Ratio

After applying our CACM methodology, we identified the median employee. Once the median employee was identified, we calculated the median employee’s annual target total direct compensation in accordance with the requirements of the Summary Compensation Table.

Our median employee compensation in 2021 as calculated using Summary Compensation Table requirements was \$164,072. Our Chief Executive Officer’s compensation in 2021 as reported in the Summary Compensation Table was \$5,100,637. Therefore, our CEO Pay Ratio for 2021 is approximately 31:1.

This information is being provided for compliance purposes and is a reasonable estimate calculated in a manner consistent with the SEC rules, based on our internal records and the methodology described above. The SEC rules for identifying the median compensated employee allow companies to adopt a variety of methodologies, to apply certain exclusions and to make reasonable estimates and assumptions that reflect their employee populations and compensation practices. Accordingly, the pay ratio reported by other companies may not be comparable to the pay ratio reported above, as other companies have different employee populations and compensation practices and may use different methodologies, exclusions, estimates and assumptions in calculating their own pay ratios. Neither the compensation committee nor management of the Company used the CEO Pay Ratio measure in making compensation decisions.

Compensation Committee Interlocks and Insider Participation

Mr. Renton, Ms. Zoth, Dr. Mahony and Dr. Hillan served as members of the compensation committee in 2021, with Mr. Renton serving as chair of the committee. (Dr. Hillan served on the compensation committee until May 2021, when he stepped down from this committee and Ms. Zoth joined). None of our compensation committee members is currently, or has been within the last completed fiscal year, one of our officers or employees or had any relationship with respect to the Company requiring

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disclosure under Item 404 of Regulation S-K. None of our executive officers currently serve, or have served during the last completed fiscal year, as a member of the board of directors or on the compensation committee (or other board committee performing equivalent function) of another entity where one of such entity's executive officers served as a director or on the compensation committee of the Company.

Compensation Committee Report

The material in this report is not "soliciting material," is not deemed "filed" with the SEC, and is not to be incorporated by reference into any filing by Zymeworks under the Securities Act or the Exchange Act.

Our compensation committee has reviewed and discussed the Compensation Discussion and Analysis contained in this Amendment with management. Based on our committee's review of and the discussions with management with respect to the Compensation Discussion and Analysis, our compensation committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Amendment and our proxy statement.

Compensation Committee of the Board of Directors

Hollings C. Renton (Chair)
Susan Mahony
Lota Zoth

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters

Equity Compensation Plan Information

The following table sets forth summary information relating to our Equity Compensation Plan, employee share purchase plan, as amended, which became effective immediately prior to the consummation of our initial public offering (the "ESPP") and Original Plan as of December 31, 2021:

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u> ⁽¹⁾	<u>Weighted average exercise price of outstanding options, warrants, and rights</u> ⁽²⁾	<u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column a)</u>
	(a)	(b)	(c)
Equity compensation plans approved by security holder			
Equity Compensation Plan	6,618,717 ⁽³⁾	\$ 26.67 ⁽⁴⁾	952,632
ESPP	—	\$ —	1,482,477
Original Plan	1,078,121	\$ 12.66 ⁽⁵⁾	—

(1) Includes restricted stock units.

(2) Does not include restricted stock units, which do not have an exercise price.

(3) The original maximum number of common shares reserved for issuance under the Equity Compensation Plan as of June 7, 2018, was 5,686,097. Beginning in 2019 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.

(4) Stock options granted under the Equity Compensation Plan are granted with exercise prices in both Canadian dollars and U.S. dollars. As of December 31, 2021, there were 6,327,448 outstanding stock options under the Equity Compensation Plan, consisting of 1,410,534 stock options with a weighted average exercise price of C\$34.01 (\$27.13 based on the U.S. dollar per Canadian dollar exchange rate of 0.7978, which was the average annual Bank of Canada exchange rate for 2021) and 4,916,914 stock options with a weighted average exercise price of \$26.59.

(5) Stock options granted under the Original Plan were granted with exercise prices in Canadian dollars. As of December 31, 2021, there were 1,078,121 outstanding stock options under the Original Plan, with a weighted average exercise price of C\$15.87 (\$12.66 based on the U.S. dollar per Canadian dollar exchange rate of 0.7978, which was the average annual Bank of Canada exchange rate for 2021).

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The following table sets forth certain additional information with respect to our Original Plan, Equity Compensation Plan and ESPP as of December 31, 2021:

	<u>Original Plan</u>	<u>Equity Compensation Plan</u>	<u>ESPP</u>
Number of outstanding securities awarded under plan	1,078,121	6,681,717	178,734 ⁽¹⁾
Issued and outstanding securities under plan as a percentage of issued and outstanding shares	2.3%	14.3%	0.4%
Number of securities available for grant under plan	—	952,632	1,482,477
Number of securities available for grant under plan as a percentage of issued and outstanding shares	—	2.0%	3.2%

(1) Amount reflects the total number of outstanding securities awarded under the ESPP since the Company's inception.

The following table sets forth the burn rate under our Original Plan and our Equity Compensation Plan for each of the years ended December 31, 2021, 2020, and 2019. The burn rate is a percentage calculated based on the number of stock options and restricted stock units granted under each plan during the relevant year divided by the weighted average number of the Company's issued and outstanding shares during that year.

	<u>Original Plan</u>	<u>Equity Compensation Plan</u>
Year ended December 31, 2021	0%	4.9%
Year ended December 31, 2020	0%	3.5%
Year ended December 31, 2019	0%	4.9%

SHARE OWNERSHIP

The table below indicates information as of April 15, 2022, regarding the beneficial ownership of our common shares for:

- each person who is known by us to beneficially own more than 5% of our common shares;
- each named executive officer;
- each of our directors; and
- all executive officers and directors as a group.

For the purposes of calculating percent ownership, as of April 15, 2022, 57,770,246 shares were issued and outstanding, and, for any individual who beneficially owns shares represented by options exercisable, or restricted stock units vesting, within sixty days of April 15, 2022, these shares are treated as if outstanding for that person, but not for any other person. Unless otherwise indicated in the footnotes to the table, and subject to community property laws where applicable, the following persons have sole voting and investment control with respect to the shares beneficially owned by them. In accordance with SEC rules, if a person has a right to acquire beneficial ownership of any common shares on or within 60 days, upon conversion or exercise of outstanding securities or otherwise, the shares are deemed beneficially owned by that person and are deemed to be outstanding solely for the purpose of determining the percentage of our shares that person beneficially owns. These shares are not included in the computations of percentage ownership for any other person. To our knowledge, except as noted in the table below, no person or entity is the beneficial owner of more than 5% of the voting power of our common shares.

Except as otherwise indicated, the address of each of the persons in this table is Suite 800 – 114 East 4th Avenue, Vancouver, British Columbia, Canada, V5T 1G4.

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<u>Name and Address of Beneficial Owner</u>	<u>Shares Beneficially Owned</u>	<u>Percentage of Shares Beneficially Owned</u>
5% and Greater Shareholders:		
Baker Bros. Advisors LP	6,218,706 ⁽¹⁾	9.99%
Armistice Capital, LLC	3,965,197 ⁽²⁾	6.56%
Perceptive Advisors LLC	3,679,845 ⁽³⁾	6.37%
All Blue Falcons FZE	3,419,498 ⁽⁴⁾	5.92%
Directors and Named Executive Officers:		
Christopher Astle ⁽⁵⁾	5,342 ⁽⁶⁾	*
Troy M. Cox	55,500 ⁽⁷⁾	*
Kenneth Galbraith	—	—
Diana Hausman	7,377 ⁽⁸⁾	*
Kenneth Hillan	59,425 ⁽⁹⁾	*
Neil Josephson	92,001 ⁽¹⁰⁾	*
Neil Klompas	513,644 ⁽¹¹⁾	*
Susan Mahony	48,000 ⁽¹²⁾	*
Kelvin Neu	9,000 ⁽¹³⁾	*
Anthony Polverino	165,674 ⁽¹⁴⁾	*
James Priour	20,363 ⁽¹⁵⁾	*
Hollings C. Renton	59,425 ⁽¹⁶⁾	*
Natalie Sacks	53,140 ⁽¹⁷⁾	*
Ali Tehrani	1,542,051 ⁽¹⁸⁾	2.61%
Lota Zoth	61,117 ⁽¹⁹⁾	*
All Directors and Executive Officers:		
All current executive officers and directors as a group (11) persons) ⁽²⁰⁾	956,594	1.63%

* Less than one percent

- (1) Based on a Schedule 13G/A filed February 14, 2022 and company records, consists of 22,000 common shares issuable upon exercise of options exercisable within 60 days after April 15, 2022, 1,708,472 common shares and 4,488,234 shares issuable upon exercise of prefunded warrants held by Baker Bros. Advisors LP, Baker Bros. Advisors (GP) LLC, Felix J. Baker and Julian C. Baker. The address for these entities and individuals is 860 Washington Street, 3rd Floor, New York, NY 10014.
- (2) Based on a Schedule 13F filed February 14, 2022 and company records, consists of 1,250,197 common shares as of December 31, 2022 and 2,715,000 shares issuable upon exercise of prefunded warrants held by Armistice Capital, LLC. The address for this entity is 510 Madison Avenue, 7th Floor, New York, New York 10022.
- (3) Based solely on a Schedule 13G/A filed February 14, 2022, consists of 3,679,845 common shares held by Perceptive Advisors LLC, Joseph Edelman and Perceptive Life Sciences Master Fund, Ltd. as of December 31, 2021. The address for these entities and individual is 51 Astor Place, 10th Floor, New York, NY 10003.
- (4) Based solely on a Schedule 13D/A filed April 28, 2022, consists of 3,139,498 common shares directly beneficially owned by All Blue Falcons FZE and 280,000 common shares underlying call options (and including 200,000 shares purchased after April 15, 2022 as set forth in such Schedule 13D). Daniel Edward Llewellyn Cookson may be deemed to beneficially own all of these common shares by virtue of his position as a control person of All Blue Falcons FZE. The address for this entity and individual is Office 2301, 23rd Floor API Trio Tower, Al Bashra 1, Dubai, United Arab Emirates.
- (5) Dr. Astle is not a named executive officer in this Form 10-K/A, but he is a current executive officer as a result of his appointment as Chief Financial Officer on February 24, 2022.
- (6) Consists of 670 common shares and 4,672 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (7) Consists of 7,500 common shares and 48,000 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (8) Shareholdings are based on information available to the Company as of the date of Dr. Hausman's resignation in May 2021. Consists of 5,377 shares held personally and 2,000 shares held by Dr. Hausman's spouse as of May 15, 2021, Dr. Hausman's last day as an employee of the Company.
- (9) Consists of 59,425 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (10) Consists of 9,514 common shares and 82,487 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (11) Consists of 13,276 shares held personally and 700 shares held by S. Jennifer Heine, and 499,668 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (12) Consists of 48,000 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (13) Consists of 9,000 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022. Dr. Neu was an employee of Baker Bros. Advisors LP until January 2021. Pursuant to the terms of Dr. Neu's employment by Baker Brothers Advisors LP, options granted to him in 2020 were, and will continue to be, beneficially owned by Baker Bros. Advisors LP.
- (14) Shareholdings are based on information available to the Company as of the date of Dr. Polverino's termination in January 2022. Consists of 36,407 common shares and 129,267 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.

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- (15) Shareholdings are based on information available to the Company as of the date of Mr. Priour's termination in January 2022. Consists of 2,513 common shares and 17,850 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (16) Consists of 59,425 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (17) Consists of 53,140 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (18) Consists of 260,325 common shares held personally and 55,511 common shares held by Charissa Tehrani, and 1,226,215 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (19) Consists of 61,117 common shares issuable upon the exercise of options exercisable within 60 days after April 15, 2022.
- (20) Although Dr. Hausman, Dr. Polverino, Mr. Priour and Dr. Tehrani are considered named executive officers for the purposes of this Form 10-K/A, they are no longer with the Company and are thus not included in the total of shares beneficially owned by the directors and executive officers as a group.

Item 13. Certain Relationships and Related Transactions and Director Independence

Certain Relationships and Related Transactions

Other than the compensation arrangements discussed under "Executive Compensation – Compensation Discussion and Analysis," or as disclosed below, since January 1, 2021, there have not been any transactions to which we are a party, nor are there any proposed transactions to which we would be a party, with related parties and which we are required to disclose pursuant to the rules of the SEC and the Canadian Securities Administrators.

In March 2020, we granted to Baker Brothers Life Sciences, L.P. and 667, L.P. certain registration rights requiring us, upon request delivered by such persons on or after April 22, 2020 and subject to certain terms and conditions, to register the resale by such persons of the common shares held by them (the "**Registration Rights Agreement**"). Dr. Neu, who joined our board in March 2020, served as an employee of Baker Bros. Advisors L.P., which serves as an investment adviser to Baker Brothers Life Sciences, L.P. and 667, L.P., until January 2021.

On January 31, 2022, we announced the closing of our underwritten public offering which consisted of the issuance of 11,035,000 common shares, including the exercise in full of the underwriters' over-allotment option to purchase 1,875,000 additional shares, and, in lieu of common shares, to certain investors, pre-funded warrants to purchase up to 3,340,000 common shares. The common shares were sold at a price to the public of \$8.00 per common share and the pre-funded warrants were sold at a price of \$7.9999 per pre-funded warrant, for aggregate gross proceeds to the Company of \$115.0 million, before deducting underwriting discounts and commissions and estimated offering expenses. Entities affiliated with Armistice Capital, LLC and Perceptive Advisors LLC purchased 2,285,000 and 1,100,000 common shares, respectively. Armistice Capital Master Fund Ltd, Baker Brothers Life Sciences, L.P. and 667, L.P. purchased 2,715,000, 577,293 and 47,707 pre-funded warrants, respectively.

Indebtedness of Directors, Executive Officers and Employees

None of our directors, executive officers, employees, former directors, former executive officers or former employees, and none of their associates, is indebted to us or another entity whose indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar agreement or understanding provided by us.

Policy Regarding Related Party Transactions

All transactions between us and our officers, directors, principal shareholders and their affiliates must be approved by the audit committee, or a similar committee consisting of entirely independent directors.

Requirements under the Business Corporations Act (British Columbia)

Pursuant to the BCBCA, directors and officers are required to act honestly and in good faith with a view to the best interests of the Company. Under the BCBCA, subject to certain limited exceptions, a director who holds a disclosable interest in a material contract or transaction into which we have entered or propose to enter shall not vote on any directors' resolution to approve the contract or transaction. A director or officer has a disclosable interest in a material contract or transaction if the director or officer:

- is a party to the contract or transaction;
- is a director or officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
- has a material interest in a party to the contract or transaction.

Generally, as a matter of practice, directors or officers who have disclosed a material interest in any contract or transaction that our Board of Directors is considering will not take part in any board discussion respecting that contract or transaction. If such directors were to participate in the discussions, they would abstain from voting on any matters relating to matters in which they have disclosed a disclosable interest.

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Interests of Management and Others in Material Transactions

Other than as described elsewhere in this Amendment, there are no material interests, direct or indirect, of any of our directors or executive officers, any shareholder that beneficially owns, or controls or directs (directly or indirectly), more than 10% of any class or series of our outstanding voting securities, or any associate or affiliate of any of the foregoing persons, in any transaction within the year ended December 31, 2021 that has materially affected or is reasonably expected to materially affect us or our subsidiaries.

Director Independence

Under the NYSE Listing Rules, independent directors must comprise a majority of a listed company's board of directors. In addition, the listing standards of the NYSE require that, subject to specified exceptions, each member of a listed company's audit, compensation, and nominating and corporate governance committees be independent. Under the NYSE Listing Rules, a director will only qualify as an "independent director" if the listed company's board of directors affirmatively determines that the director does not have a material relationship with the company (either directly or as a partner, shareholder, or officer of an organization that has a relationship with the company). As noted in the commentary to the listing standards, the concern is independence from management.

Audit committee members must also satisfy the additional independence criteria set forth in Rule 10A-3 under the Exchange Act and the NYSE Listing Rules. Compensation committee members must also satisfy the additional independence criteria set forth in Rule 10C-1 under the Exchange Act and the NYSE Listing Rules.

The Board of Directors has determined that all directors, except Mr. Galbraith, meet the independence requirements under the NYSE Listing Rules and applicable Canadian securities laws, and qualify as "independent directors" under the NYSE Listing Rules and applicable Canadian securities laws. Mr. Galbraith is not considered independent by virtue of being our President and Chief Executive Officer. Each of the members of our compensation committee, audit committee, corporate governance and nominating committee, and research and development committee is an independent director under the NYSE Listing Rules.

The following directors are directors of other reporting issuers, as set out below:

Director	Reporting Issuer
Troy M. Cox	SomaLogic, Inc. SOPHIA GENETICS SA
Kenneth Galbraith	Profound Medical Corp.
Kenneth Hillan	Sangamo Therapeutics, Inc.
Susan Mahony	Assembly Biosciences, Inc. Horizon Therapeutics Public Limited Company Vifor Pharma Ltd.
Hollings C. Renton	AnaptysBio, Inc.
Natalie Sacks	Caribou Biosciences, Inc.
Lota Zoth	89 Bio, Inc. Inovio Pharmaceuticals, Inc. Lumos Pharma, Inc.

Item 14. Principal Accounting Fees and Services

Principal Independent Accountant Fees and Services

KPMG has served as our independent registered public accounting firm since June 24, 2015.

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Aggregate fees billed by our independent auditors, KPMG, for the years ended December 31, 2021 and December 31, 2020, are detailed in the table below:

	2021 (\$) ⁽⁵⁾	2020 (\$) ⁽⁶⁾
Audit Fees ⁽¹⁾	639,300	523,800
Audit Related Fees ⁽²⁾	—	—
Tax Fees ⁽³⁾	293,800	242,600
All Other Fees ⁽⁴⁾	—	—
Total Fees Paid	933,100	766,400

(1) Fees for audit service on an accrued basis.

(2) Fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit of the financial statements.

(3) Fees for professional services rendered for tax compliance, tax advice and tax planning.

(4) All other fees billed by the auditor for products and services not included in the foregoing categories.

(5) Canadian dollar amounts have been converted to U.S. dollars based on the historical Canadian to U.S. average daily rate of exchange as at December 31, 2021.

(6) Canadian dollar amounts have been converted to U.S. dollars based on the historical Canadian to U.S. average daily rate of exchange as at December 31, 2020.

Pre-approval Policies and Procedures

Our audit committee has established a policy of reviewing, in advance, and either approving or not approving, all audit, audit-related, tax and other non-audit services that our independent registered public accounting firm provides to us. This policy requires that all services received from independent registered public accounting firms be approved in advance by the audit committee or a delegate of the audit committee. The audit committee has delegated pre-approval responsibility to the chair of the audit committee with respect to non-audit related fees and services for pre-approval requests made between audit committee meetings. All services that KPMG provided to us in 2021 and 2020 have been pre-approved by our audit committee.

Our audit committee has determined that the provision of the services as set out above is compatible with the maintaining of KPMG's independence in the conduct of their auditing functions.

PART IV

Item 15. Exhibits, Financial Statement Schedules

- (a)(1) Financial Statements—The financial statements included in Item 8 are filed as part of this Annual Report on Form 10-K/A.
- (a)(2) Financial Statement Schedules—All schedules have been omitted because they are not applicable or required, or the information required to be set forth therein is included in the consolidated Financial Statements or notes thereto included in Item 8 of this Annual Report on Form 10-K/A.
- (a)(3) Exhibits—The exhibits required by Item 601 of Regulation S-K are listed in paragraph (b) below.
- (b) Exhibits—The exhibits listed on the Exhibit Index below are filed herewith or are incorporated by reference to exhibits previously filed with the SEC.

EXHIBITS INDEX

<u>Exhibit No.</u>	<u>Description</u>
3.1	Notice of Articles of the Company.
3.2	Form of Articles of the Company (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 Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).
4.2	Description of Capital Stock (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on March 2, 2020).
4.3	Form of Pre-Funded Warrant to Purchase Common Shares (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed with the SEC on June 20, 2019).
4.4	Form of Pre-Funded Warrant to Purchase Common Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on January 24, 2020).
4.5	Registration Rights Agreement dated March 16, 2020, by and among the Company, Baker Brothers Life Sciences, L.P. and 667, L.P. (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on March 16, 2020).
4.6	Form of Pre-Funded Warrant to Purchase Common Shares (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on January 27, 2022).
10.1#	Amended and Restated Employment Agreement, dated January 17, 2017, by and between the Company and Dr. Ali Tehrani (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form F-1 (File No. 333-217100), originally filed with the SEC on April 3, 2017).
10.2#	Separation Agreement and Release by and between the Company and Ali Tehrani, dated January 5, 2022 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K originally filed with the SEC on January 5, 2022).
10.3#	Amended and Restated Employment Agreement, dated January 17, 2017, by and between the Company and Neil Klompas (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form F-1 (File No. 333-217100), originally filed with the SEC on April 3, 2017).
10.4#	Promotion Letter from the Company to Neil Klompas, dated January 5, 2022 (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K originally filed with the SEC on January 5, 2022).
10.5#	Amended and Restated Employment Agreement, dated January 18, 2017, by and between the Company and Diana Hausman (incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form F-1 (File No. 333-217100), originally filed with the SEC on April 3, 2017).

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- 10.6# [Form of Indemnity Agreement between the Company and its officers and directors \(incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 17, 2017\).](#)
- 10.7# [Second Amended and Restated Employee Stock Option Plan and forms of agreements thereunder \(incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 17, 2017\).](#)
- 10.8† [Amended and Restated Research and License Agreement, effective as of December 3, 2014, by and between the Company and Merck Sharp & Dohme Research GmbH \(incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.9† [Licensing and Collaboration Agreement, effective as of December 17, 2013, by and between the Company and Eli Lilly and Company \(incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.10† [First Amendment to Licensing and Collaboration Agreement, effective as of May 30, 2014, by and between the Company and Eli Lilly and Company, as amended February 25, 2014 and June 16, 2014 \(incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.11† [Licensing and Collaboration Agreement, effective as of October 22, 2014, by and between the Company and Eli Lilly and Company \(incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.12† [First Amendment to Licensing and Collaboration Agreement, effective as of June 4, 2015, by and between the Company and Eli Lilly and Company \(incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.13† [Second Amendment to Licensing and Collaboration Agreement, effective as of January 24, 2017, by and between the Company and Eli Lilly and Company \(incorporated by reference to Exhibit 10.21 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.14† [Collaboration Agreement, effective as of December 23, 2014, by and among the Company, Celgene Corporation and Celgene Alpine Investment Co. LLC \(incorporated by reference to Exhibit 10.22 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.15† [First Amendment to Collaboration Agreement, effective as of May 29, 2017, by and between the Company, Celgene Corporation and Celgene Alpine Investment Co. LLC \(incorporated by reference to Exhibit 99.1 to a Report of Foreign Private Issuer on Form 6-K \(File No. 001-38068\), originally furnished to the SEC on July 18, 2017 and deemed filed under the Exchange Act\).](#)
- 10.16* [Second Amendment to Collaboration Agreement, effective as of March 31, 2020, by and between the Company, Celgene Corporation and Celgene Alpine Investment Co. LLC \(incorporated by reference to Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 7, 2020\).](#)
- 10.17* [Third Amendment to Collaboration Agreement, dated June 22, 2020, by and between the Company, Celgene Corporation and Celgene Alpine Investment Co. LLC. \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 5, 2020\).](#)
- 10.18* [Letter Agreement, effective April 20, 2021, by and between the Company and Celgene Corporation and Celgene Alpine Investment Co. LLC. \(incorporated by reference to Exhibit 99.4 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.19* [Fourth Amendment to Collaboration Agreement, dated August 4, 2021, by and between the Company, Celgene Corporation and Celgene Alpine Investment Co. LLC \(incorporated by reference to Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 3, 2021\).](#)
- 10.20† [Collaboration and License Agreement, effective as of December 1, 2015, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 10.23 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.21† [Side Letter Agreement effective as of January 11, 2019, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 99.2 to the Company's 2018 Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 6, 2019\).](#)

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- 10.22* [First Amendment to Collaboration and License Agreement, effective as of April 30, 2019, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 99.4 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 2, 2020\).](#)
- 10.23* [Side Letter Agreement effective as of September 30, 2019, by and between Company and GlaxoSmithKline Intellectual Property Development Limited. \(incorporated by reference to Exhibit 99.5 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 2, 2020\).](#)
- 10.24* [Side Letter Agreement effective as of February 20, 2020, by and between Company and GlaxoSmithKline Intellectual Property Development Limited. \(incorporated by reference to Exhibit 99.6 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 2, 2020\).](#)
- 10.25* [Fifth Amendment to Collaboration and License Agreement, effective as of March 30, 2020, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 99.11 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on February 24, 2021\).](#)
- 10.26† [Platform Technology Transfer and License Agreement, effective as of April 21, 2016, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 10.24 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.27* [First Amendment to Platform Technology Transfer and License Agreement between the Company and GlaxoSmithKline Intellectual Property Development Limited, dated May 15, 2019 \(incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on May 17, 2019\).](#)
- 10.28* [Letter Agreement, effective June 4, 2021, by and between the Company and GlaxoSmithKline Intellectual Property Development Limited \(incorporated by reference to Exhibit 99.7 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.29† [Collaboration and Cross License Agreement, effective as of September 26, 2016, by and between the Company and Daiichi Sankyo Co., Ltd. \(incorporated by reference to Exhibit 10.25 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.30† [Side Letter Agreement effective as of September 25, 2018, by and between the Company and Daiichi Sankyo Co., Ltd. \(incorporated by reference to Exhibit 99.1 to the Company's 2018 Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 6, 2019\).](#)
- 10.31* [Second Amendment to Collaboration and Cross License Agreement, effective July 2, 2021, by and between the Company and Daiichi Sankyo Company, Limited \(incorporated by reference to Exhibit 99.8 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.32 [Lease of Office Space Agreement dated as of April 6, 2015, by and between Poplar Properties Ltd. and the Company and the Amendment thereto dated August 28, 2015 \(incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form F-1 \(File No. 333-217100\), originally filed with the SEC on April 3, 2017\).](#)
- 10.33# [Amended and Restated Employee Stock Purchase Plan \(incorporated by reference to Schedule "B" to Exhibit 99.1 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on May 16, 2018\).](#)
- 10.34† [Collaboration and License Agreement, effective as of November 13, 2017, by and between the Company and Janssen Biotech, Inc., \(incorporated by reference to Exhibit 99.1 to a Report of Foreign Private Issuer on Form 6-K \(File No. 001-38068\), originally furnished to the SEC on November 24, 2017 and deemed filed under the Exchange Act\).](#)
- 10.35† [First Amendment to the Collaboration and License Agreement, effective as of January 14, 2019, by and between the Company and Janssen Biotech, Inc. \(incorporated by reference to Exhibit 99.3 to the Company's 2018 Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 6, 2019\).](#)
- 10.36† [License Agreement, effective as of May 14, 2018, by and between the Company and Daiichi Sankyo Company, Limited \(incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on May 18, 2018\).](#)

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- 10.37† [Research and License Agreement, effective as of October 23, 2018, by and between the Company and LEO Pharma A/S \(incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on October 26, 2018\).](#)
- 10.38† [License and Collaboration Agreement, effective as of November 26, 2018, by and between the Company and BeiGene Ltd. \(incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on December 6, 2018\).](#)
- 10.39* [First Amendment to Collaboration Agreement, effective March 29, 2021, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 99.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 5, 2021\).](#)
- 10.40* [Letter Agreement, effective October 7, 2020, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.41* [Second Amendment to License and Collaboration Agreement, dated August 10, 2021, by and between the Company and BeiGene Ltd. \(incorporated by reference to Exhibit 99.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 3, 2021\).](#)
- 10.42† [License and Collaboration Agreement, effective as of November 26, 2018, by and between the Company and BeiGene Ltd. \(incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on December 6, 2018\).](#)
- 10.43* [First Amendment to Collaboration Agreement, dated May 25, 2020, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 5, 2020\).](#)
- 10.44* [Second Amendment to License and Collaboration Agreement, effective June 2, 2021, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 99.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.45* [Letter Agreement, effective October 7, 2020, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 99.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.46† [Research and License Agreement, effective as of November 26, 2018, by and between the Company and BeiGene Ltd. \(incorporated by reference to Exhibit 99.3 to the Company's Current Report on Form 8-K \(File No. 001-38068\), originally filed with the SEC on December 6, 2018\).](#)
- 10.47* [Letter Agreement, effective October 7, 2020, by and between the Company and BeiGene, Ltd. \(incorporated by reference to Exhibit 99.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.48 [Indenture of Lease dated as of January 25, 2019, by and between 5th & Main Partnership and the Company \(incorporated by reference to Exhibit 10.29 to the Company's 2018 Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 6, 2019\).](#)
- 10.49 [Notice and Acknowledgement of Exercise of Expansion Option under Lease, dated as of June 27, 2019, by and between 5th & Main Partnership and the Company \(incorporated by reference to Exhibit 99.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 7, 2020\).](#)
- 10.50 [Lease Expansion and Modification Agreement, dated as of April 16, 2020, by and between 5th & Main Partnership and the Company \(incorporated by reference to Exhibit 99.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 7, 2020\).](#)
- 10.51 [Third Lease Modification Agreement, dated February 17, 2021, by and between the Company and 5th & Main Partnership \(incorporated by reference to Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 5, 2021\).](#)
- 10.52 [Fourth Lease Modification Agreement, dated May 7, 2021, by and between the Company and 5th and Main Partnership \(incorporated by reference to Exhibit 99.5 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.53# [Employment Agreement effective September 17, 2018, by and between the Company and Anthony Polverino \(incorporated by reference to Exhibit 10.30 to the Company's 2018 Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 6, 2019\).](#)

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- 10.54* [License Agreement between the Company and Iconic Therapeutics, Inc., dated May 13, 2019 \(incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on May 15, 2019\).](#)
- 10.55* [Amendment No. 1 to License Agreement effective as of February 26, 2020, by and between the Company and Iconic Therapeutics, Inc. \(incorporated by reference to Exhibit 99.7 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 2, 2020\).](#)
- 10.56 [Amendment No. 2 to License Agreement effective as of December 10, 2020, by and between the Company and Iconic Therapeutics, Inc. \(incorporated by reference to Exhibit 99.12 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on February 24, 2021\).](#)
- 10.57# [Employment Agreement effective October 14, 2019, by and between the Company and Kathryn O'Driscoll \(incorporated by reference to Exhibit 10.33 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on March 2, 2020\).](#)
- 10.58 [Open Market Sale Agreement, dated November 5, 2019, between the Company and Jefferies LLC \(incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K filed with the SEC on November 6, 2019\).](#)
- 10.59 [Amendment No. 1 to the Open Market Sale AgreementSM, dated October 1, 2021, by and between the Company and Jefferies LLC \(incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K filed with the SEC on October 1, 2021\).](#)
- 10.60# [Amended and Restated Stock Option and Equity Compensation Plan \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 7, 2020\).](#)
- 10.61# [Employment Agreement, effective April 1, 2020, by and between the Company and James Priour \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 5, 2021\).](#)
- 10.62# [Letter, dated March 3, 2021, from the Company to James Priour \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on May 5, 2021\).](#)
- 10.63# [Separation and Release Agreement by and between the Company and James Priour, dated February 4, 2022 \(incorporated by reference to Exhibit 10.63 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on February 24, 2022\).](#)
- 10.64# [Employment Agreement, effective April 29, 2019, by and between the Company and Neil Josephson \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.65# [Letter, dated May 16, 2021, from the Company to Neil Josephson \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2021\).](#)
- 10.66# [Letter, dated November 9, 2021, from the Company to Neil Josephson \(incorporated by reference to Exhibit 10.66 to the Company's Annual Report on Form 10-K \(File No. 001-38068\), originally filed with the SEC on February 24, 2022\).](#)
- 10.67# [Employment Agreement by and between the Company and Kenneth Galbraith, dated January 5, 2022 \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K originally filed with the SEC on January 5, 2022\).](#)
- 10.68# [Inducement Stock Option and Equity Compensation Plan \(incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K originally filed with the SEC on January 5, 2022\).](#)
- 10.69# [Separation Agreement and Release between the Company and Anthony Polverino, dated March 14, 2022.](#)
- 10.70# [Separation Agreement and Release between the Company and Kathryn O'Driscoll, dated March 4, 2022.](#)
- 10.71# [Amended and Restated Employment Agreement by and between the Company and Christopher Astle, dated February 24, 2022 \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K originally filed with the SEC on February 25, 2022\).](#)
- 10.72# [Executive Incentive Compensation Plan \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K originally filed with the SEC on March 9, 2022\).](#)

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21.1	<u>Subsidiaries of the Company (incorporated by reference to Exhibit 21.1 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
23.1	<u>Consent of KPMG LLP, an Independent Registered Public Accounting Firm (incorporated by reference to Exhibit 23.1 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
31.1	<u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 31.1 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
31.2	<u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 31.2 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
31.3	<u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.</u>
31.4	<u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934.</u>
32.1	<u>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 (incorporated by reference to Exhibit 32.1 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
32.2	<u>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 (incorporated by reference to Exhibit 32.2 to the Company’s Annual Report on Form 10-K (File No. 001-38068), originally filed with the SEC on February 24, 2022).</u>
101	The following materials from the Company’s Annual Report on Form 10-K for the year ended December 31, 2021, formatted in Inline XBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as at December 31, 2021 and 2020, (ii) Consolidated Statements of Loss and Comprehensive Loss for the years ended December 31, 2021, 2020 and 2019, (iii) Consolidated Statements of Changes in Shareholders’ Equity for the years ended December 31, 2021, 2020 and 2019, (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020 and 2019 and (vi) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

† The Company has omitted portions of the referenced exhibit pursuant to a request for confidential treatment under Rule 24b-2 promulgated under the Securities Exchange Act.

* Certain portions of this exhibit (indicated by “[...***...]”) have been omitted in accordance with Item 601(b)(10) of Regulation S-K because the omitted information is not material and the Company customarily and actually treats such omitted information as private or confidential.

Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated: May 2, 2022

ZYMEWORKS INC.

By: /s/ Kenneth Galbraith
Name: Kenneth Galbraith
Title: Chair of the Board of Directors, Chief Executive Officer and President (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Kenneth Galbraith</u> Kenneth Galbraith	Chair of the Board of Directors, Chief Executive Officer and President (Principal Executive Officer)	May 2, 2022
<u>/s/ Christopher Astle</u> Christopher Astle	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 2, 2022
<u>*</u> Troy M. Cox	Director	May 2, 2022
<u>*</u> Kenneth Hillan	Director	May 2, 2022
<u>*</u> Susan Mahony	Director	May 2, 2022
<u>*</u> Kelvin Neu	Director	May 2, 2022
<u>*</u> Hollings C. Renton	Director	May 2, 2022
<u>*</u> Natalie Sacks	Director	May 2, 2022
<u>*</u> Lota Zoth	Director	May 2, 2022

By: /s/ Kenneth Galbraith
Kenneth Galbraith
Attorney-in-fact



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

CERTIFIED COPY

Of a Document filed with the Province of
British Columbia Registrar of Companies

CAROL PREST

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: February 25, 2022 04:55 PM Pacific Time

Incorporation Number: C1117210

Recognition Date and Time: Continued into British Columbia on May 2, 2017 09:30 AM Pacific Time

NOTICE OF ARTICLES

Name of Company:
ZYMEWORKS INC.

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Cox, Troy

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Sacks, Natalie

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Zoth, Lota

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Galbraith, Kenneth

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Renton, Hollings C,

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Mahony, Susan

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Neu, Kelvin

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Last Name, First Name, Middle Name:

Hillan, Kenneth J.

Mailing Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

Delivery Address:

114 EAST 4TH AVENUE, SUITE 800
VANCOUVER BC V5T 1G4
CANADA

AUTHORIZED SHARE STRUCTURE

1. No Maximum	Common Shares	Without Par Value
		With Special Rights or Restrictions attached
2. No Maximum	Preferred Shares	Without Par Value
		With Special Rights or Restrictions attached

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Anthony Polverino (“Employee”) and Zymeworks Biopharmaceuticals Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

WHEREAS, Employee was employed at-will by the Company;

WHEREAS, Employee signed that certain Employment Agreement with the Company dated September 17, 2018 (the “Employment Agreement”), which, among other things, contained provisions in Articles 5 and 6 regarding Employee’s confidentiality, non-disclosure, and invention assignment obligations and post-employment restrictive covenants (such Articles, the “Confidentiality Agreement”);

WHEREAS, Employee separated from employment with the Company effective January 19, 2022 (the “Separation Date”); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees (as defined below), including, but not limited to, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

COVENANTS

1. Consideration. In consideration of Employee’s execution of this Agreement and Employee’s fulfillment of all of its terms and conditions, and provided that Employee does not revoke the Agreement under Section 5 below, the Company agrees as follows:

a. Separation Payment. The Company agrees to pay Employee a total of Four Hundred and Forty Thousand Eight Hundred Dollars (\$440,800.00), at the rate of Eighteen Thousand Three Hundred and Sixty Seven Dollars (\$18,367.00) per semi-monthly pay period, less applicable withholdings, for twelve (12) months from the first regular payroll date following the Effective Date, in accordance with the Company’s regular payroll practices.

b. COBRA Reimbursement. The Company shall reimburse Employee for the payments Employee makes for COBRA coverage for a period of up to twelve (12) months, or until Employee has secured health insurance coverage through another employer, whichever occurs first, provided Employee timely elects and pays for continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), within the time period prescribed pursuant to COBRA. COBRA reimbursements shall be made by the Company to Employee consistent with the Company’s normal expense reimbursement policy, provided that Employee submits documentation to the Company substantiating Employee’s payments for COBRA coverage. Notwithstanding the preceding, if the Company determines in its sole discretion that it cannot provide COBRA reimbursement benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will instead provide the Employee a taxable payment in an amount equal to the monthly COBRA premium that the Employee would be required to pay to continue the Employee’s group health coverage in effect on the date of termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Employee elects COBRA continuation coverage and will commence in the month following the month of the Separation Date and continue for the period of months indicated in this paragraph.

c. General. Employee acknowledges that without this Agreement, Employee is otherwise not entitled to the consideration listed in this Section 1. Employee further specifically acknowledges and agrees that the consideration provided to Employee hereunder fully satisfies any obligation that the Company would have had to pay or provide Employee severance compensation or benefits pursuant to the Employment Agreement or pursuant to any other agreement with the Company or under any Company severance plan.

2. Benefits. Employee's health insurance benefits shall cease no later than January 31, 2022, subject to Employee's right to continue Employee's health insurance under COBRA. Employee's participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Separation Date. Employee was eligible for the Company's annual bonus program relating to calendar year 2021, but Employee acknowledges and agrees that Employee has not earned and will not receive any bonus under such bonus program. For the avoidance of doubt, Employee acknowledges and agrees that Employee is not eligible for any annual bonus relating to calendar year 2022.

3. Payment of Salary and Receipt of All Benefits; Reimbursement of Recoupable Amounts. Employee acknowledges and represents that, other than the consideration set forth in this Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

4. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Employee, on Employee's own behalf and on behalf of Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Employee signs this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, the following, each as may be amended, and except as prohibited by law: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Uniformed Services Employment and Reemployment Rights Act; the Immigration Reform and Control Act; the National Labor Relations Act; the Washington Law Against Discrimination (RCW ch. 49.60); other Washington sex and age discrimination laws (e.g., RCW 49.12.200, 49.44.090); Washington laws regarding prohibited employment practices (RCW ch. 49.44); the Washington Equal Pay Opportunity Act (RCW ch. 49.58); Washington whistleblower protection laws (e.g., RCW 49.60.210, 49.12.005, and 49.12.130); the Washington Family Care Act (RCW 49.12.265 to 49.12.295); the Washington Family Leave Act (RCW ch. 49.78); the Washington Military Family Leave Act (RCW ch. 49.77); the Washington Paid Family and Medical Leave Act (RCW ch. 50A.04); the Washington Minimum Wage Act (RCW ch. 49.46); the Washington law regarding non-competition agreements (RCW ch. 49.62); Washington wage, hour, and working conditions laws, and all other provisions of the Washington Industrial Welfare Act (RCW ch. 49.12); the Washington Wage Payment Act (RCW ch. 49.48); and the Washington Wage Rebate Act (RCW ch. 49.52);

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including any Protected Activity (as defined below). Any and all disputed wage claims that are released herein shall be subject to binding arbitration in accordance with Section 18, except as required by applicable law. This release does not extend to any right Employee may have to unemployment compensation benefits or workers' compensation benefits.

5. Acknowledgment of Waiver of Claims under ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Employee signs this Agreement. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Agreement; (b) Employee has forty-five (45) days within which to consider this Agreement; (c) as set forth in Exhibits A, B, and C hereto, Employee has been advised in writing by the Company of the class, unit, or group of individuals covered by the reduction in force, the eligibility factors for the reduction in force, and the job titles and ages of all individuals who were and were not selected; (c) Employee has seven (7) days following Employee's execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor

does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 45-day period identified above, Employee hereby acknowledges that Employee has knowingly and voluntarily chosen to waive the time period allotted for considering this Agreement. Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 45-day period.

6. Unknown Claims. Employee acknowledges that Employee has been advised to consult with legal counsel and that Employee is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in Employee's favor at the time of executing the release, which, if known by Employee, must have materially affected Employee's settlement with the Releasees. Employee, being aware of said principle, agrees to expressly waive any rights Employee may have to that effect, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Employee represents that Employee has no lawsuits, claims, or actions pending in Employee's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

8. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, Employee shall not be entitled to any employment with the Company, and Employee hereby waives any right, or alleged right, of employment or re-employment with the Company.

9. [Intentionally omitted.]

10. Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and all restrictive covenants. Employee acknowledges that the non-disclosure obligations in the Confidentiality Agreement do not restrict Employee from disclosing work-related sexual harassment or sexual assault to the extent such disclosures are protected under RCW 49.44.210. Employee's signature below constitutes Employee's certification under penalty of perjury that Employee has returned all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with Employee's employment with the Company, or otherwise belonging to the Company, including, but not limited to, all passwords to any software or other programs or data that Employee used in performing services for the Company.

11. No Cooperation. Subject to Section 21 below governing Protected Activity, Employee agrees that Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that Employee cannot provide counsel or assistance.

12. Nondisparagement. Subject to Section 21 below regarding Protected Activity, Employee agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. Employee shall direct any inquiries by potential future employers to the Company's human resources department, which

shall use its best efforts to provide only the Employee's last position and dates of employment. The Company agrees to refrain from any disparagement, defamation, libel, or slander of Employee, and the Company agrees to refrain from any tortious interference with the contracts and relationships of Employee; provided, however, that the obligations in this sentence shall be limited to Ken Galbraith, Neil Klompas, and Neil Josephson, and in each case only for so long as he remains engaged as an officer of the Company.

13. Future Cooperation. Employee agrees that during and after the term of this Agreement Employee will be available, upon reasonable notice and under reasonable conditions, to assist the Company in any capacity with respect to matters of which Employee was involved or had knowledge while employed by the Company. Without limitation, such assistance may include providing information or documents, cooperating with investigations, negotiations, lawsuits or administrative proceedings involving the Company, preparing for and giving testimony, including written declarations or statements, and other similar activities. Employee understands and agrees that this provision requires Employee's cooperation with the Company but is not intended to have any influence whatsoever on any specific outcome in any matter and Employee is expected at all times to provide truthful testimony and responses in connection with any matter. Employee understands and agrees that Employee is not otherwise entitled to any additional compensation for such any cooperation described in this paragraph, beyond the payments and consideration provided under this Agreement; provided, however, that the Company will reimburse Employee for all reasonable, documented pre-approved out-of-pocket expenses incurred as a result of Employee's obligations under this paragraph, in accordance with the Company's then applicable Expense Guidelines.

14. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement shall entitle the Company immediately to seek recovery of and/or cease providing the consideration provided to Employee under this Agreement and to obtain damages, except as provided by law.

15. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgement or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

16. Nonsolicitation. Employee agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement, Employee shall not directly or indirectly solicit any of the Company's employees to leave their employment at the Company.

17. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

18. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. EMPLOYEE AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN EMPLOYEE'S INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN KING COUNTY, WASHINGTON,

BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (“JAMS RULES”), EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18. THE PARTIES AGREE 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 WASHINGTON CIVIL RULES. THE PARTIES AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THE PARTIES ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL APPLY SUBSTANTIVE WASHINGTON LAW TO ANY DISPUTE OR CLAIM. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

19. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on Employee’s behalf under the terms of this Agreement. Employee agrees and understands that Employee is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee’s failure to pay or delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys’ fees and costs.

20. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that Employee has the capacity to act on Employee’s own behalf and on behalf of all who might claim through Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

21. Protected Activity Not Prohibited. Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging in any Protected Activity. For purposes of this Agreement, “Protected Activity” shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health

Administration, and the National Labor Relations Board (“Government Agencies”). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Employee further understands that “Protected Activity” does not include the disclosure of any Company attorney-client privileged communications or attorney work product. Any language in the Confidentiality Agreement regarding Employee’s right to engage in Protected Activity that conflicts with, or is contrary to, this paragraph is superseded by this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual’s attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Finally, nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act.

22. No Representations. Employee represents that Employee has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

23. Section 409A. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder (“Section 409A”) and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made no later than March 15, 2023. The Company and Employee will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Employee under Section 409A. In no event will the Releasees reimburse Employee for any taxes that may be imposed on Employee as a result of Section 409A.

24. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

25. Attorneys’ Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys’ fees incurred in connection with such an action.

26. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee’s employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee’s relationship with the Company (including, for example, the Employment Agreement), but with the exception of the Confidentiality Agreement and any provision in the Employment Agreement regarding your repayment to the Company of any signing bonus and/or relocation reimbursement.

27. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

28. Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Washington.

29. Effective Date. Employee understands that this Agreement shall be null and void if not executed by Employee on or before March 16, 2022, at 5:00 PM PDT (which such deadline Employee acknowledges provides Employee greater than the 45-day review period referenced in Section 5 above). Employee has seven (7) days after Employee signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by the Parties and has not been revoked by Employee before that date (the "Effective Date").

30. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

[The remainder of this page is intentionally left blank; signature page follows]

31. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) Employee has read this Agreement;
- (b) Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has elected not to retain legal counsel;
- (c) Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Employee is fully aware of the legal and binding effect of this Agreement; and
- (e) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

ANTHONY POLVERINO, an individual

Dated: March 14, 2022

/s/ Anthony Polverino

Anthony Polverino

ZYMEWORKS BIOPHARMACEUTICALS INC.

Dated: March 14, 2022

By: /s/ Neil A. Klompas

Neil A. Klompas

Chief Operating Officer and Chief Financial Officer

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Kathryn O’Driscoll (“Employee”) and Zymeworks Biopharmaceuticals Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

WHEREAS, Employee was employed at-will by the Company;

WHEREAS, Employee signed that certain Employment Agreement with the Company dated October 14, 2019 (the “Employment Agreement”), which, among other things, contained provisions in Articles 5 and 6 regarding Employee’s confidentiality, non-disclosure, and invention assignment obligations and post-employment restrictive covenants (such Articles, the “Confidentiality Agreement”);

WHEREAS, Employee separated from employment with the Company effective January 19, 2022 (the “Separation Date”); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees (as defined below), including, but not limited to, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

COVENANTS

1. **Consideration.** In consideration of Employee’s execution of this Agreement and Employee’s fulfillment of all of its terms and conditions, and provided that Employee does not revoke the Agreement under Section 5 below, the Company agrees as follows:

a. **Separation Payment.** The Company agrees to pay Employee a total of Three Hundred Sixty Thousand Five Hundred Dollars (\$360,500.00), at the rate of Fifteen Thousand and Twenty One Dollars (\$15,021.00) per semi-monthly pay period, less applicable withholdings, for twelve (12) months from the first regular payroll date following the Effective Date, in accordance with the Company’s regular payroll practices.

b. **COBRA Reimbursement.** The Company shall reimburse Employee for the payments Employee makes for COBRA coverage for a period of up to twelve (12) months, or until Employee has secured health insurance coverage through another employer, whichever occurs first, provided Employee timely elects and pays for continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), within the time period prescribed pursuant to COBRA. COBRA reimbursements shall be made by the Company to Employee consistent with the Company’s normal expense reimbursement policy, provided that Employee submits documentation to the Company substantiating Employee’s payments for COBRA coverage. Notwithstanding the preceding, if the Company determines in its sole discretion that it cannot provide COBRA reimbursement benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will instead provide the Employee a taxable payment in an amount equal to the monthly COBRA premium that the Employee would be required to pay to continue the Employee’s group health coverage in effect on the date of termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Employee elects COBRA continuation coverage and will commence in the month following the month of the Separation Date and continue for the period of months indicated in this paragraph.

c. General. Employee acknowledges that without this Agreement, Employee is otherwise not entitled to the consideration listed in this Section 1. Employee further specifically acknowledges and agrees that the consideration provided to Employee hereunder fully satisfies any obligation that the Company would have had to pay or provide Employee severance compensation or benefits pursuant to the Employment Agreement or pursuant to any other agreement with the Company or under any Company severance plan.

2. Benefits. Employee's health insurance benefits shall cease no later than January 31, 2022, subject to Employee's right to continue Employee's health insurance under COBRA. Employee's participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Separation Date. For the avoidance of doubt, Employee acknowledges and agrees that Employee is not eligible to receive any annual bonus relating to calendar year 2021 or 2022.

3. Payment of Salary and Receipt of All Benefits; Reimbursement of Recoupable Amounts. Employee acknowledges and represents that, other than the consideration set forth in this Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

4. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Employee, on Employee's own behalf and on behalf of Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Employee signs this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, the following, each as may be amended, and except as prohibited by law: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Uniformed Services Employment and Reemployment Rights Act; the Immigration Reform and Control Act; the National Labor Relations Act; the Washington Law Against Discrimination (RCW ch. 49.60); other Washington sex and age discrimination laws (e.g., RCW 49.12.200, 49.44.090); Washington laws regarding prohibited employment practices (RCW ch. 49.44); the Washington Equal Pay Opportunity Act (RCW ch. 49.58); Washington whistleblower protection laws (e.g., RCW 49.60.210, 49.12.005, and 49.12.130); the Washington Family Care Act (RCW 49.12.265 to 49.12.295); the Washington Family Leave Act (RCW ch. 49.78); the Washington Military Family Leave Act (RCW ch. 49.77); the Washington Paid Family and Medical Leave Act (RCW ch. 50A.04); the Washington Minimum Wage Act (RCW ch. 49.46); the Washington law regarding non-competition agreements (RCW ch. 49.62); Washington wage, hour, and working conditions laws, and all other provisions of the Washington Industrial Welfare Act (RCW ch. 49.12); the Washington Wage Payment Act (RCW ch. 49.48); and the Washington Wage Rebate Act (RCW ch. 49.52);

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including any Protected Activity (as defined below). Any and all disputed wage claims that are released herein shall be subject to binding arbitration in accordance with Section 18, except as required by applicable law. This release does not extend to any right Employee may have to unemployment compensation benefits or workers' compensation benefits.

5. Acknowledgment of Waiver of Claims under ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Employee signs this Agreement. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Agreement; (b) Employee has forty-five (45) days within which to consider this Agreement; (c) as set forth in Exhibits A, B, and C hereto, Employee has been advised in writing by the Company of the class, unit, or group of individuals covered by the reduction in force, the eligibility factors for the reduction in force, and the job titles and ages of all individuals who were and were not selected; (d) Employee has seven (7) days following Employee's execution of this Agreement to revoke this Agreement; (e) this Agreement shall not be effective until after the revocation period has expired; and (f) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 45-day period identified above, Employee hereby acknowledges that Employee has knowingly and voluntarily chosen to waive the time period allotted for considering this Agreement. Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 45-day period.

6. Unknown Claims. Employee acknowledges that Employee has been advised to consult with legal counsel and that Employee is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in Employee's favor at the time of executing the release, which, if known by Employee, must have materially affected Employee's settlement with the Releasees. Employee, being aware of said principle, agrees to expressly waive any rights Employee may have to that effect, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Employee represents that Employee has no lawsuits, claims, or actions pending in Employee's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

8. Application for Employment. Employee departed the company in good standing and is free to apply for positions in the future. Employee understands and agrees that, as a condition of this Agreement Employee is not contractually or legally entitled to re-employment with the Company, and to the extent any such rights of reemployment exist, Employee hereby waives any right, or alleged right, of employment or re-employment with the Company.

9. Confidentiality. Subject to Section 21 below governing Protected Activity, Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to Employee's immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee's counsel, and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information.

10. Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and all restrictive covenants. Employee acknowledges that the non-disclosure obligations in the Confidentiality Agreement do not restrict Employee from disclosing work-related sexual harassment or sexual assault to the extent such disclosures are protected under RCW 49.44.210. Employee's signature below constitutes Employee's certification under penalty of perjury that Employee has returned all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with Employee's employment with the Company, or otherwise belonging to the Company, including, but not limited to, all passwords to any software or other programs or data that Employee used in performing services for the Company.

11. No Cooperation. Subject to Section 21 below governing Protected Activity, Employee agrees that Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that Employee cannot provide counsel or assistance.

Nondisparagement. Subject to Section 21 below regarding Protected Activity, Employee agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. Employee shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its best efforts to provide only the Employee's last position and dates of employment. The Company agrees to refrain from any disparagement, defamation, libel, or slander of Employee, and the Company agrees to refrain from any tortious interference with the contracts and relationships of Employee; provided, however, that the obligations in this sentence shall be limited to Ken Galbraith, Neil Klompas, and Neil Josephson, and in each case only for so long as he remains engaged as an officer of the Company.

12. Future Cooperation. Employee agrees that during and after the term of this Agreement Employee will be available, upon reasonable notice and under reasonable conditions, to assist the Company in any capacity with respect to matters of which Employee was involved or had knowledge while employed by the Company. Without limitation, such assistance may include providing information or documents, cooperating with investigations, negotiations, lawsuits or administrative proceedings involving the Company, preparing for and giving testimony, including written declarations or statements, and other similar activities. Employee understands and agrees that this provision requires Employee's cooperation with the Company, but is not intended to have any influence whatsoever on any specific outcome in any matter and Employee is expected at all times to provide truthful testimony and responses in connection with any matter. Employee understands and agrees that Employee is not otherwise entitled to any additional compensation for such any cooperation described in this paragraph, beyond the payments and consideration provided under this Agreement; provided, however, that the Company will reimburse Employee for all reasonable, documented pre-approved out-of-pocket expenses incurred as a result of Employee's obligations under this paragraph, in accordance with the Company's then applicable Expense Guidelines.

13. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement shall entitle the Company immediately to recover and/or cease providing the consideration provided to Employee under this Agreement and to obtain damages, except as provided by law, provided, however, that the Company shall not recover One Hundred Dollars (\$100.00) of the consideration already paid pursuant to this Agreement, and such amount shall serve as full and complete consideration for the promises and obligations assumed by Employee under this Agreement and the Confidentiality Agreement.

14. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

15. Nonsolicitation. Employee agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement, Employee shall not directly or indirectly solicit any of the Company's employees to leave their employment at the Company.

16. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

17. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. EMPLOYEE AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN EMPLOYEE'S INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN KING COUNTY, WASHINGTON, BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"), EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18. THE PARTIES AGREE 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 WASHINGTON CIVIL RULES. THE PARTIES AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THE PARTIES ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL APPLY SUBSTANTIVE WASHINGTON LAW TO ANY DISPUTE OR CLAIM. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

18. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on Employee's behalf under the terms of this Agreement. Employee agrees and understands that Employee is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee's failure to pay or delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

19. **Authority.** The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that Employee has the capacity to act on Employee's own behalf and on behalf of all who might claim through Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

20. **Protected Activity Not Prohibited.** Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Employee further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. Any language in the Confidentiality Agreement regarding Employee's right to engage in Protected Activity that conflicts with, or is contrary to, this paragraph is superseded by this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Finally, nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act.

21. **No Representations.** Employee represents that Employee has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

22. **Section 409A.** It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made no later than March 15, 2023. The Company and Employee will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Employee under Section 409A. In no event will the Releasees reimburse Employee for any taxes that may be imposed on Employee as a result of Section 409A.

23. **Severability.** In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

24. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

25. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company (including, for example, the Employment Agreement), but with the exception of the Confidentiality Agreement and any provision in the Employment Agreement regarding your repayment to the Company of any signing bonus and/or relocation reimbursement.

26. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

27. Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Washington.

28. Effective Date. Employee understands that this Agreement shall be null and void if not executed by Employee within the forty-five (45) day period set forth under Section 5 above. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

29. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

[The remainder of this page is intentionally left blank; signature page follows]

30. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) Employee has read this Agreement;
- (b) Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has elected not to retain legal counsel;
- (c) Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Employee is fully aware of the legal and binding effect of this Agreement; and
- (e) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: March 3, 2022

KATHRYN O'DRISCOLL, an individual

/s/ Kathryn O'Driscoll

Kathryn O'Driscoll

ZYMEWORKS BIOPHARMACEUTICALS INC.

Dated: March 4, 2022

By: /s/ Neil A. Klompas

Neil A. Klompas

Chief Operating Officer and Chief Financial Officer

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

I, Kenneth Galbraith, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Zymeworks Inc.; and
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.

Date: May 2, 2022

/s/ Kenneth Galbraith
Chief Executive Officer

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

I, Christopher Astle, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K of Zymeworks Inc.; and
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.

Date: May 2, 2022

/s/ Christopher Astle
Chief Financial Officer