

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

**FORM 8-K**

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

**Date of report (Date of earliest event reported): May 10, 2022**

**ZENTALIS PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-39263**  
(Commission  
File Number)

**82-3607803**  
(I.R.S. Employer  
Identification No.)

**1359 Broadway, Suite 1710**  
**New York, New York 10018**  
(Address of principal executive offices) (Zip Code)

**(212) 433-3791**  
(Registrant's telephone number, include area code)

N/A  
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	ZNTL	The Nasdaq Global Market

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

Emerging growth company

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

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

On May 10, 2022, Anthony Y. Sun, M.D., notified Zentalis Pharmaceuticals, Inc. (the “Company”) of his resignation as President and Chief Executive Officer of the Company and as a director and Chairman of the Board of Directors of the Company (the “Board”), effective as of 11:59 p.m. on May 10, 2022 (the “Resignation Effective Time”).

Also on May 10, 2022, the Board designated Kevin M. Bunker, Ph.D., the Company’s Chief Operating Officer, as the Company’s principal executive officer on an interim basis, and appointed David M. Johnson as Chairman of the Board, in each case effective as of the Resignation Effective Time.

Also on May 10, 2022, the Board appointed Kimberly Blackwell, M.D., a current member of the Board, as President and Chief Executive Officer of the Company, and designated Dr. Blackwell as the Company’s principal executive officer, in each case effective as of the commencement of Dr. Blackwell’s employment with the Company, which is expected to be on or about May 16, 2022 (the date that Dr. Blackwell actually commences such employment with the Company, the “Blackwell Commencement Date”). Dr. Blackwell will continue to serve as a director of the Company, but will no longer serve as a member of the Nominating and Corporate Governance Committee of the Board effective as of the Blackwell Commencement Date.

Dr. Blackwell, 53, has served as the Chief Medical Officer of Tempus Labs (“Tempus”), a technology company advancing precision medicine through the practical application of artificial intelligence in healthcare, since March 2020. Dr. Blackwell has notified Tempus of her resignation as Chief Medical Officer, which is effective as of May 16, 2022. Dr. Blackwell will continue to serve as a consultant to Tempus. From 2018 to 2020, Dr. Blackwell served as the Vice President of Early Stage Oncology and Immuno-oncology at Eli Lilly, where she led clinical teams advancing early phase therapeutics. From 2000 to 2018, Dr. Blackwell was a professor at Duke University where she oversaw the women’s cancer program. Dr. Blackwell received an M.D. from Mayo Clinic Medical School and a B.S. in Bioethics from Duke University.

In connection to her appointment as Chief Executive Officer, Dr. Blackwell entered into an employment agreement with the Company’s subsidiary, Zeno Management, Inc., or Zeno Management, setting forth the terms of her employment as the Company’s President and Chief Executive Officer.

Dr. Blackwell’s initial annual base salary will be \$680,000 and she will be eligible for an annual target bonus equal to 60% of her annual base salary. Dr. Blackwell will be eligible for a full year’s annual bonus for 2022. In addition, Dr. Blackwell will receive a \$250,000 sign-on bonus, which sign-on bonus will be subject to repayment by her in the event she resigns without good reason (as defined in her employment agreement) prior to the first anniversary of her commencement of employment.

Pursuant to her employment agreement, if the Company terminates Dr. Blackwell’s employment other than for cause (as defined in her employment agreement) or Dr. Blackwell terminates her employment for good reason, she is entitled to the following payments and benefits, subject to her timely execution and non-revocation of a general release of claims in favor of the Company and her continued compliance with the restrictive covenants set forth in her employment agreement: (1) her fully earned but unpaid base salary and accrued and unused paid time off through the date of termination at the rate then in effect, plus all other amounts under any compensation plan or practice to which she is entitled; (2) a payment equal to 18 months of her then-current base salary, payable in a lump sum 60 days following the termination date; (3) a payment equal to her prorated target annual bonus for the year in which the termination date occurs, payable in a lump sum 60 days following the termination date; and (4) payment of the COBRA premiums for her and her eligible dependents for 18 months following her termination date. In the event such termination occurs within 18 months following a change in control, Dr. Blackwell will be entitled to a lump-sum payment equal to 150% of her full target bonus for the year in which the termination occurs in lieu of the amount reference in clause (3). In the event of such termination at any time following a change in control, all of Dr. Blackwell’s stock awards will immediately vest in full.

In the event the Company terminates Dr. Blackwell’s employment for cause, she terminates her employment without good reason, or upon her death or permanent disability, she is entitled to receive only her fully-earned but unpaid base salary and accrued and unused paid time off through the date of termination at the rate then in effect, plus all other amounts under any compensation plan or practice to which she is entitled.

In connection with her commencement of employment, the Company expects to grant to Dr. Blackwell a stock option to purchase such number of shares of common stock of the Company as is equal to 3.0% of the Company's outstanding common stock on the date of grant, which stock option will vest as to 25% of the shares underlying the award on the first anniversary of her commencement of employment, and the remainder will vest in 36 equal monthly installments thereafter. The Company also expects to grant to Dr. Blackwell a stock option to purchase such number of shares of common stock of the Company as is equal to 0.75% of the Company's outstanding common stock on the date of grant, which stock option will vest upon FDA approval of a Company product or a change in control of the Company. The stock options will be granted under the Company's 2020 Incentive Award Plan and will have an exercise price equal to the closing price of the Company's common stock on the Nasdaq Global Select Market on the date of grant.

The foregoing description of the employment agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the employment agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. Dr. Blackwell previously entered into the Company's standard indemnification agreement for directors and officers.

As previously disclosed, in December 2020, the Company entered into a Master Services Agreement with Tempus, pursuant to which Tempus provides data licensing and research services. Dr. Blackwell currently serves as the Chief Medical Officer of Tempus (as noted above, Dr. Blackwell has notified Tempus of her resignation). Approximately \$1.0 million in fees were incurred for services performed by Tempus for the year ended December 31, 2021.

In connection with Dr. Sun's resignation, he entered into a release agreement with the Company wherein the parties agreed to provide Dr. Sun with certain severance benefits, including a lump sum payment equal to 18 months' base salary plus his prorated target bonus for 2022, 18 months of continued payment of COBRA premiums at Company expense. In addition, Dr. Sun's outstanding equity awards will continue to vest in accordance with the vesting schedules applicable to such awards (provided that Dr. Sun's outstanding restricted stock units will vest no later than February 11, 2023 and Dr. Sun's outstanding stock options will vest no later than February 11, 2025). In addition, Dr. Sun will be able to exercise his vested stock options until May 10, 2025. The foregoing description of the release agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the release agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Additionally, Karan S. Takhar will cease to serve as a member of the Audit Committee of the Board, effective as of May 18, 2022.

#### **Item 9.01. Financial Statements and Exhibits.**

##### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment Agreement, dated May 11, 2022, between Zentalis Pharmaceuticals, Inc. and Kimberly Blackwell, M.D.</a>
10.2	<a href="#">Release Agreement, dated May 10, 2022, between Zentalis Pharmaceuticals, Inc. and Anthony Y. Sun, M.D.</a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURES

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

ZENTALIS PHARMACEUTICALS, INC.

Date: May 16, 2022

By: /s/ Melissa Epperly

Melissa Epperly  
Chief Financial Officer

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “*Agreement*”), dated May 11, 2022, by and between Zeno Management, Inc., a Delaware corporation (the “*Company*”) and a wholly-owned subsidiary of Zentalis Pharmaceuticals, Inc. (the “*Parent*”), and Kimberly Blackwell, M.D. (“*Executive*”), and shall be effective as of the date on which Executive commences employment with the Company (the “*Effective Date*”).

WHEREAS, the Company desires to employ Executive, and Executive desires to commence employment with the Company, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) “*Board*” means the Board of Directors of the Company.

(b) “*Cause*” means any of the following:

(i) Executive’s unauthorized use or disclosure of confidential information or trade secrets of the Company or its affiliates or any material breach of a written agreement between Executive and the Company or any affiliate, including without limitation a material breach of any employment, confidentiality, non-compete, non-solicit or similar agreement;

(ii) Executive’s commission of, indictment for or the entry of a plea of guilty or *nolo contendere* by Executive to, a felony under the laws of the United States or any state thereof or any crime involving dishonesty or moral turpitude (or any similar crime in any jurisdiction outside the United States);

(iii) Executive’s gross negligence or willful misconduct or Executive’s willful or repeated failure or refusal to substantially perform assigned duties;

(iv) any act of fraud, embezzlement, material misappropriation or dishonesty committed by Executive against the Company or its affiliates; or

(v) any misconduct (including acts, omissions or statements that constitute misconduct) by Executive which the Company reasonably determines to be materially detrimental or damaging to the reputation, operations, prospects or business relations of the Company or its affiliates;

provided, however, that prior to the determination that “*Cause*” under clauses (i), (iii), (iv) or (v) of this Section 1(b) has occurred, the Company shall (A) provide to Executive in writing, in reasonable detail, the reasons for the determination that such “*Cause*” exists, (B) afford Executive a reasonable opportunity to remedy any such breach, (C) provide Executive and her counsel an opportunity to be heard prior to the final decision to terminate Executive’s employment hereunder for such “*Cause*” and (D) make any decision that such “*Cause*” exists in good faith.

The foregoing definition shall not in any way preclude or restrict the right of the Company or any successor or affiliate thereof to discharge or dismiss Executive for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of this Agreement, to constitute grounds for termination for Cause.

(c) “**Change in Control**” shall have the meaning ascribed to such term in the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan.

(d) “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations and other interpretive guidance issued thereunder.

(e) “**Good Reason**” means the occurrence of any of the following events or conditions without Executive’s written consent:

(i) a change in Executive’s position or responsibilities that represents a substantial reduction in her position or responsibilities as in effect immediately prior thereto; the assignment to Executive of any duties or responsibilities that are materially inconsistent with such position or responsibilities; or any removal of Executive from or failure to reappoint or reelect Executive to any of such positions, including Executive’s position as a member of the Board or the board of directors of Parent, except in connection with the termination of Executive’s services for Cause, as a result of her Permanent Disability or death, or by Executive other than for Good Reason;

(ii) a material reduction in Executive’s annual base salary;

(iii) the Company requiring Executive (without Executive’s consent) to be based at any place outside a fifty (50)-mile radius of her then-current place of employment with the Company prior to any such relocation, except for reasonably required travel on the Company’s business; or

(iv) any material breach by the Company or any affiliate of its obligations to Executive under any applicable employment or services agreement between Executive and the Company or such affiliate.

Executive must provide written notice to the Company of the occurrence of any of the foregoing events or conditions without Executive’s written consent within sixty (60) days of the occurrence of such event. The Company or any successor or affiliate shall have a period of thirty (30) days to cure such event or condition after receipt of written notice of such event from Executive. Executive’s Separation from Service by reason of resignation from employment with the Company for Good Reason must occur within thirty (30) days following the expiration of the foregoing thirty (30) day cure period.

(f) “**Involuntary Termination**” means (i) Executive’s Separation from Service by reason of Executive’s discharge by the Company other than for Cause, or (ii) Executive’s Separation from Service by reason of Executive’s resignation of employment with the Company for Good Reason. Executive’s Separation from Service by reason of Executive’s death or discharge by the Company following Executive’s Permanent Disability shall not constitute an Involuntary Termination.

(g) Executive’s “**Permanent Disability**” shall be deemed to have occurred if Executive shall become physically or mentally incapacitated or disabled or otherwise unable fully to discharge her duties hereunder for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) calendar days in any one hundred eighty (180) calendar-day period. The existence of Executive’s Permanent Disability shall be determined by the Company on the advice of a physician chosen by the Company and the Company reserves the right to have Executive examined by a physician chosen by the Company at the Company’s expense.

(h) “**Separation from Service**,” with respect to Executive, means Executive’s “separation from service,” as defined in Treasury Regulation Section 1.409A-1(h).

(i) “**Stock Awards**” means all stock options, restricted stock and such other awards granted pursuant to the Company’s stock option and equity incentive award plans or agreements and any shares of stock issued upon exercise thereof, including the Time-Based Options and the Performance-Based Options.

## 2. Services to Be Rendered.

(a) Duties and Responsibilities. Executive shall serve as Chief Executive Officer of the Company. In the performance of such duties, Executive shall report directly to the Board and shall be subject to the direction of the Board and to such limits upon Executive’s authority as the Board may from time to time impose. Executive hereby consents to serve as an officer and/or director of the Company, Parent or any subsidiary or affiliate thereof without any additional salary or compensation, if so requested by the Board. Executive shall be employed by the Company on a full-time basis. Executive shall work from her home office. Executive will also be expected to travel to the Company’s locations as needed in connection with her duties. Executive shall be subject to and comply with the policies and procedures generally applicable to senior executives of the Company to the extent the same are not inconsistent with any term of this Agreement.

(b) Exclusive Services. Executive shall at all times faithfully, industriously and to the best of her ability, experience and talent perform all of the duties that may be assigned to Executive hereunder and shall devote substantially all of her productive time and efforts to the performance of such duties. Subject to the terms of the Proprietary Information and Inventions Agreement referred to in Section 5(b), this shall not preclude Executive from (i) serving on industry, trade, civic or charitable boards or committees; (ii) delivering lectures or fulfilling speaking engagements; (iii) serving on the board of directors or other similar governance body of any entity, including the boards of directors on which Executive is serving as of the Effective Date; (iv) managing personal, family and other investments or (v) serving in an advisory capacity for any entity; provided that such activities under this clause (v) do not interfere with her duties to the Company, as determined in good faith by the Board.

(c) Board Service. Executive shall continue to serve as a member of the Board following the Effective Date.

3. Compensation and Benefits. The Company shall pay or provide, as the case may be, to Executive the compensation and other benefits and rights set forth in this Section 3.

(a) Base Salary. The Company shall pay to Executive a base salary of \$680,000 per year, payable in accordance with the Company’s usual pay practices (and in any event no less frequently than monthly). Executive’s base salary shall be subject to review for increase annually by and at the sole discretion of the Board or its designee.

(b) Annual Bonus. Executive shall participate in any annual bonus plan that the Board or its designee may approve for the senior executives of the Company. In addition to Executive’s base salary, Executive may be eligible to earn, for each fiscal year of the Company ending during the term of Executive’s employment with the Company, an annual cash performance bonus under the Company’s bonus plan, as approved from time to time by the Board. Executive’s target bonus under any such annual bonus plan shall be sixty percent (60%) of Executive’s base salary actually paid for the year to which such annual bonus relates (the “**Target Bonus**”). Executive’s actual annual bonus will be determined on the basis of Executive’s and/or the Company’s or its affiliates’ attainment of financial or other performance criteria established by the Board or its designee in accordance with the terms and conditions of such bonus plan. Except as otherwise provided

in this Agreement, Executive must be employed by the Company on the date of payment of such annual bonus in order to be eligible to receive such annual bonus. Executive hereby acknowledges and agrees that nothing contained herein confers upon Executive any right to an annual bonus in any year, and that whether the Company pays Executive an annual bonus and the amount of any such annual bonus will be determined by the Company in its sole discretion. Executive's annual bonus for 2022 shall not be prorated to reflect the portion of the year during which she is employed by the Company, and Executive shall be eligible for a full annual bonus for 2022.

(c) Sign-On Bonus. The Company will pay Executive a \$250,000 sign-on bonus (the "**Sign-On Bonus**") on the first regularly scheduled payroll date following the Effective Date. In the event Executive is terminated by the Company for Cause or resigns her employment without Good Reason prior to the first anniversary of the Effective Date, Executive shall be required to repay to the Company a pro-rated portion of the Sign-On Bonus based on (i) the number of days elapsed following the Effective Date through the date of termination, divided by (ii) three hundred sixty-five (365).

(d) Benefits. Executive shall be entitled to participate in benefits under the Company's benefit plans and arrangements, including, without limitation, any employee benefit plan or arrangement made available in the future by the Company to its senior executives, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. The Company shall have the right to amend or delete any such benefit plan or arrangement made available by the Company to its senior executives and not otherwise specifically provided for herein.

(e) Expenses. The Company shall reimburse Executive for reasonable out-of-pocket business expenses incurred in connection with the performance of her duties hereunder, subject to such policies as the Company may from time to time establish, and Executive furnishing the Company with evidence in the form of receipts satisfactory to the Company substantiating the claimed expenditures. For the avoidance of doubt, air travel will be reimbursed for business class travel. The Company shall reimburse Executive for the reasonable attorneys fees incurred by her in connection with the negotiation and documentation of this Agreement and any related agreements.

(f) Paid Time Off. Executive shall be entitled to such periods of paid time off ("**PTO**") each year as provided from time to time under the Company's PTO policy and as otherwise provided for senior executive officers; provided, however, that Executive shall be entitled to a minimum of twenty (20) days of PTO per year.

(g) Initial Equity Awards.

(i) On the Effective Date, Executive will be granted stock options (the "**Time-Based Options**") to purchase such number of shares of the common stock of Parent as is equal to 3.0% of the outstanding shares of Parent common stock on the date of grant (and, for the avoidance of doubt, after giving effect to any common stock issued by Parent in connection with the financing contemplated to be completed prior to or concurrently with the Effective Date). The Time-Based Options will have an exercise price equal to the fair market value of Parent's common stock on the date of grant. The Time-Based Options will be subject to the terms and conditions of the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan pursuant to which they will be granted and Executive's award agreement. The Time-Based Options shall vest over a four (4)-year vesting schedule, with twenty-five percent (25%) of the Options vesting on the first anniversary of the Effective Date and the remaining Time-Based Options vesting in equal monthly installments over the three (3) years thereafter, subject to Executive's continued employment or service through the applicable vesting date.



(ii) On the Effective Date, Executive will be granted stock options (the “**Performance-Based Options**”) to purchase such number of shares of the common stock of Parent as is equal to 0.75% of the outstanding shares of Parent common stock on the date of grant (and, for the avoidance of doubt, after giving effect to any common stock issued by Parent in connection with the financing contemplated to be completed prior to or concurrently with the Effective Date). The Performance-Based Options will have an exercise price equal to the fair market value of Parent’s common stock on the date of grant. The Performance-Based Options will be subject to the terms and conditions of the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan pursuant to which they will be granted and Executive’s award agreement. The Performance-Based Options shall vest upon the earlier of (A) FDA approval of any Zentalis product or (B) the occurrence of a Change in Control, subject to Executive’s continued employment or service through the vesting date.

(h) Equity and Other Benefit Plans. Executive shall be entitled to participate in any equity or other employee benefit plan that is generally available to senior executive officers of the Company. Except as otherwise provided in this Agreement, Executive’s participation in and benefits under any such plan shall be on the terms and subject to the conditions specified in the governing document of the particular plan.

4. Severance. Executive shall be entitled to receive benefits upon a Separation from Service only as set forth in this Section 4:

(a) At-Will Employment; Termination. The Company and Executive acknowledge that Executive’s employment is and shall continue to be at-will, as defined under applicable law, and that Executive’s employment with the Company may be terminated by either party at any time for any or no reason, with or without notice. If Executive’s employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided in this Agreement. Executive’s employment under this Agreement shall be terminated immediately on the death of Executive.

(b) Severance Upon Involuntary Termination. Subject to Sections 4(d) and 9(o) and Executive’s continued compliance with Section 5, if Executive’s employment is Involuntarily Terminated, Executive shall be entitled to receive, in lieu of any severance benefits to which Executive may otherwise be entitled under any severance plan or program of the Company, the benefits provided below:

(i) the Company shall pay to Executive her fully earned but unpaid base salary, when due, through the date of Executive’s Involuntary Termination at the rate then in effect, accrued and unused PTO, plus all other benefits, if any, under any Company group retirement plan, nonqualified deferred compensation plan, equity award plan or agreement, health benefits plan or other Company group benefit plan to which Executive may be entitled pursuant to the terms of such plans or agreements at the time of Executive’s Involuntary Termination (the “**Accrued Obligations**”);

(ii) Executive shall be entitled to receive severance pay in an amount equal to (A) Executive’s monthly base salary as in effect immediately prior to the date of Executive’s Involuntary Termination, multiplied by (B) eighteen (18), which amount shall be payable in a lump sum sixty (60) days following Executive’s Involuntary Termination;

(iii) Executive shall be entitled to receive Executive’s Target Bonus for the year in which Executive’s Involuntary Termination occurs, prorated for the portion of the year that has expired prior to the date of Executive’s Involuntary Termination, which amount shall be payable in a lump sum sixty (60) days following Executive’s Involuntary Termination;

(iv) for the period beginning on the date of Executive's Involuntary Termination and ending on the date which is eighteen (18) full months following the date of Executive's Involuntary Termination (or, if earlier, (A) the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") expires or (B) the date Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment) (such period, the "**COBRA Coverage Period**"), if Executive and/or her eligible dependents who were covered under the Company's health insurance plans as of the date of Executive's Involuntary Termination elect to have COBRA coverage and are eligible for such coverage, the Company shall pay for or reimburse Executive on a monthly basis for an amount equal to (1) the monthly premium Executive and/or her covered dependents, as applicable, are required to pay for continuation coverage pursuant to COBRA for Executive and/or her eligible dependents, as applicable, who were covered under the Company's health plans as of the date of Executive's Involuntary Termination (calculated by reference to the premium as of the date of Executive's Involuntary Termination) less (2) the amount Executive would have had to pay to receive group health coverage for Executive and/or her covered dependents, as applicable, based on the cost sharing levels in effect on the date of Executive's Involuntary Termination. If any of the Company's health benefits are self-funded as of the date of Executive's Involuntary Termination, or if the Company cannot provide the foregoing benefits in a manner that is exempt from Section 409A (as defined below) or that is otherwise compliant with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), instead of providing the payments or reimbursements as set forth above, the Company shall instead pay to Executive the foregoing monthly amount as a taxable monthly payment for the COBRA Coverage Period (or any remaining portion thereof). Executive shall be solely responsible for all matters relating to continuation of coverage pursuant to COBRA, including, without limitation, the election of such coverage and the timely payment of premiums. Executive shall notify the Company immediately if Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment or self-employment.

(v) (A) in the event of Executive's Involuntary Termination within eighteen (18) months following a Change in Control, (1) in lieu of the amount in clause (iii) above, Executive shall be entitled to receive an amount equal to one-and-a-half times (1.5x) Executive's Target Bonus for the year in which Executive's Involuntary Termination occurs, which amount shall be payable as provided in clause (iii) above, and (B) in the event of Executive's Involuntary Termination at any time following a Change in Control, all of Executive's Stock Awards will vest on an accelerated basis effective as of the date of Executive's Involuntary Termination. The foregoing provisions are hereby deemed to be a part of each Stock Award and to supersede any less favorable provision in any agreement or plan regarding such Stock Award (and, for the avoidance of doubt, if any Stock Award is subject to more favorable vesting pursuant to any agreement or plan regarding such Stock Award, such more favorable provisions shall continue to apply and shall not be limited by this clause (v)).

(c) Termination for Cause, Voluntary Resignation Without Good Reason, Death or Termination for Permanent Disability. In the event of Executive's termination of employment as a result of Executive's discharge by the Company for Cause, Executive's resignation without Good Reason, Executive's death or Executive's termination of employment following Executive's Permanent Disability, the Company shall not have any other or further obligations to Executive under this Agreement (including any financial obligations) except that Executive shall be entitled to receive the Accrued Obligations. The foregoing shall be in addition to, and not in lieu of, any and all other rights and remedies which may be available to the Company under the circumstances, whether at law or in equity.

(d) Release. As a condition to Executive's receipt of any post-termination benefits pursuant to Section 4(b) above, Executive (or, in the event of Executive's incapacity as a result of her Permanent Disability, Executive's legal representative) shall execute and not revoke a general release of all claims in favor of the Company and its affiliates (the "Release") in the form attached hereto as Exhibit A. In the event the Release does not become effective within the fifty- five (55) day period following the date of Executive's Involuntary Termination, Executive shall not be entitled to the aforesaid payments and benefits.

(e) Exclusive Remedy. Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses and other amounts hereunder (if any) accruing after the termination of Executive's employment shall cease upon such termination. In the event of Executive's termination of employment with the Company, Executive's sole remedy shall be to receive the payments and benefits described in this Section 4. In addition, Executive acknowledges and agrees that she is not entitled to any reimbursement by the Company for any taxes payable by Executive as a result of the payments and benefits received by Executive pursuant to this Section 4, including, without limitation, any excise tax imposed by Section 4999 of the Code. Any payments made to Executive under this Section 4 shall be inclusive of any amounts or benefits to which Executive may be entitled pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sections 2101 et seq., and the Department of Labor regulations thereunder, or any similar state statute.

(f) No Mitigation. Except as otherwise provided in Section 4(b)(iv) above, Executive shall not be required to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 4 be reduced by any compensation earned by Executive as the result of employment by another employer or self-employment or by retirement benefits; provided, however, that loans, advances or other amounts owed by Executive to the Company may be offset by the Company against amounts payable to Executive under this Section 4.

(g) Termination of Offices and Directorships; Return of the Company's Property. Upon termination of the Executive's employment for any reason, unless otherwise specified in a written agreement between the Executive and the Company, the Executive shall be deemed to have resigned from all offices, directorships, and other employment positions, if any, then held with the Company, and shall take all actions reasonably requested by the Company to effectuate the foregoing. In addition, in the event of Executive's termination of employment for any reason, the Company shall have the right, at its option, to require Executive to vacate her offices prior to or on the effective date of separation and to cease all activities on the Company's behalf. Upon Executive's termination of employment in any manner, as a condition to Executive's receipt of any severance benefits described in this Agreement, Executive shall immediately surrender to the Company all lists, books and records of, or in connection with, the Company's business, and all other property belonging to the Company, it being distinctly understood that all such lists, books and records, and other documents, are the property of the Company. Executive shall deliver to the Company a signed statement certifying compliance with this Section 4(g) prior to the receipt of any severance benefits described in this Agreement.

#### 5. Certain Covenants.

(a) Noncompetition. Except as may otherwise be approved by the Board, during the term of Executive's employment, Executive shall not have any ownership interest (of record or beneficial) in, or have any interest as an employee, salesman, consultant, officer or director in, or otherwise aid or assist in any manner, any firm, corporation, partnership, proprietorship or other business that engages in any county, city or part thereof in the United States and/or any foreign country in a business which competes directly or indirectly (as determined by the Board) with the Company's business in such county, city or part thereof, so long as the Company, or any successor in interest of the Company to the business and goodwill of the Company, remains engaged in such business in such county, city or part thereof or continues to solicit customers or potential customers therein; provided, however, that Executive may own, directly or indirectly, solely as an investment, securities of any entity which are traded on any national securities exchange if Executive (i) is not a controlling person of, or a member of a group which controls, such entity; or (ii) does not, directly or indirectly, own one percent (1%) or more of any class of securities of any such entity.

(b) Confidential Information. Executive and the Company have entered into the Company's standard proprietary information and inventions assignment agreement (the "Proprietary Information and Inventions Agreement"), a copy of which is attached hereto as Exhibit B. Executive agrees to perform each and every obligation of Executive therein contained.

(c) Solicitation of Employees. During the term of Executive's employment or service and for one (1) year thereafter (the "***Restricted Period***"), Executive will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company or its affiliates to terminate her relationship with the Company or its affiliates in order to become an employee, consultant or independent contractor to or for any other person or entity, or otherwise encourage or solicit any employee of the Company or its affiliates to leave the Company or such affiliates for any reason or to devote less than all of any such employee's efforts to the affairs of the Company; provided that the foregoing shall not affect any responsibility Executive may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

(d) Solicitation of Consultants. Executive shall not during the term of Executive's employment or service and for the Restricted Period, directly or indirectly, hire, solicit or encourage to cease work with the Company or any of its affiliates any consultant then under contract with the Company or any of its affiliates.

(e) Nondisparagement. Executive agrees that neither she nor anyone acting by, through, under or in concert with her shall disparage or otherwise communicate negative statements or opinions about the Company, Parent, or their respective board members, officers, employees or businesses. The Company agrees that neither its Board members nor officers, nor the board members or officers of Parent, shall disparage or otherwise communicate negative statements or opinions about Executive. Except as may be required by law, neither Executive, nor any member of Executive's family, nor anyone else acting by, through, under or in concert with Executive will disclose to any individual or entity (other than Executive's legal or tax advisors) the terms of this Agreement.

(f) Rights and Remedies Upon Breach. If Executive breaches or threatens to commit a breach of any of the provisions of this Section 5 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

(i) Specific Performance. The right and remedy to have the Restrictive Covenants specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide adequate remedy to the Company; and

(ii) Accounting and Indemnification. The right and remedy to require Executive (A) to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Executive or any associated party deriving such benefits as a result of any such breach of the Restrictive Covenants; and (B) to indemnify the Company against any other losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees and court costs, which may be incurred by them and which result from or arise out of any such breach or threatened breach of the Restrictive Covenants.

(g) Severability of Covenants/Blue Pencilling. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any court determines that any of the Restrictive Covenants, or any part thereof, are unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced. Executive hereby waives any and all right to attack the validity of the Restrictive Covenants on the grounds of the breadth of their geographic scope or the length of their term.

(h) Enforceability in Jurisdictions. The Company and Executive intend to and do hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the Company and Executive that such determination not bar or in any way affect the right of the Company to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

(i) Whistleblower Provision. Nothing herein shall be construed to prohibit Executive from communicating directly with, cooperating with, or providing information to, any government regulator, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice. Executive acknowledges that the Company has provided Executive with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of proprietary information that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of proprietary information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the proprietary information to Executive's attorney and use the proprietary information in the court proceeding, if Executive files any document containing the proprietary information under seal, and does not disclose the proprietary information, except pursuant to court order.

(j) Definitions. For purposes of this Section 5, the term "**Company**" means not only Zeno Management, Inc., but also Parent as well as any company, partnership or entity which, directly or indirectly, controls, is controlled by or is under common control with Zeno Management, Inc.

#### 6. Insurance; Indemnification.

(a) Insurance. The Company shall have the right to take out life, health, accident, "key-man" or other insurance covering Executive, in the name of the Company and at the Company's expense in any amount deemed appropriate by the Company. Executive shall assist the Company in obtaining such insurance, including, without limitation, submitting to any required examinations and providing information and data required by insurance companies.

(b) Indemnification. Executive will be provided with indemnification against third party claims related to her work for the Company to the maximum extent permitted by Delaware law. The Company shall provide Executive with directors and officers liability insurance coverage at least as favorable as that which the Company may maintain from time to time for members of the Board and other executive officers.

7. Arbitration. Any dispute, claim or controversy based on, arising out of or relating to Executive's employment or this Agreement shall be settled by final and binding arbitration in New York, New York, before a single neutral arbitrator in accordance with the JAMS Employment Arbitration Rules and Procedures (the "**Rules**"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The Rules may be found online at [www.jamsadr.com](http://www.jamsadr.com) and will be provided to Executive upon request. If the parties are unable to agree upon an arbitrator, one shall be appointed by JAMS in accordance with its Rules. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; provided, however, Executive and the Company agree that, to the extent permitted by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, JAMS administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne by the Company. This Section 7 is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to Executive's employment; provided, however, that Executive shall retain the right to file administrative charges with or seek relief through any government agency of competent jurisdiction, and to participate in any government investigation, including but not limited to (a) claims for workers' compensation, state disability insurance or unemployment insurance; (b) administrative claims brought before any state or federal governmental authority; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (c) claims for administrative relief from the United States Equal Employment Opportunity Commission and/or any similar state agency in any applicable jurisdiction); provided, further, that Executive shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. This Agreement shall not limit either party's right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests pending the outcome of arbitration, including without limitation injunctive relief, in any court of competent jurisdiction. Seeking any such relief shall not be deemed to be a waiver of such party's right to compel arbitration. Both Executive and the Company expressly waive their right to a jury trial.

8. General Relationship. Executive shall be considered an employee of the Company within the meaning of all federal, state and local laws and regulations including, but not limited to, laws and regulations governing unemployment insurance, workers' compensation, industrial accident, labor and taxes.

9. Miscellaneous.

(a) Modification; Prior Claims. This Agreement and the Proprietary Information and Inventions Agreement (and the other documents referenced therein) set forth the entire understanding of the parties with respect to the subject matter hereof, and supersede all existing agreements between them concerning such subject matter. This Agreement may be amended or modified only with the written consent of Executive and an authorized representative of the Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

(b) Assignment; Assumption by Successor. The rights of the Company under this Agreement may, without the consent of Executive, be assigned by the Company, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. The Company will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and to agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; provided, however, that no such assumption shall relieve the Company of its obligations hereunder. As used in this Agreement, the "**Company**" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

(c) Survival. The covenants, agreements, representations and warranties contained in or made in Sections 4, 5, 6, 7 and 9 of this Agreement shall survive Executive's termination of employment.

(d) Third-Party Beneficiaries. Except as expressly set forth herein, this Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

(e) Waiver. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

(f) Section Headings. The headings of the several sections in this Agreement are inserted solely for the convenience of the parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

(g) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email, telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to Executive at the address listed on the Company's personnel records and to the Company at its principal place of business, or such other address as either party may specify in writing.

(h) Severability. All Sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid Sections, clauses or covenants were not contained herein.

(i) Governing Law and Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Except as provided in Sections 5 and 7, any suit brought hereon shall be brought in the state or federal courts sitting in New York, New York, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by New York law.

(j) Non-transferability of Interest. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement shall be assignable or transferable except through a testamentary disposition or by the laws of descent and distribution upon the death of Executive. Any attempted assignment, transfer, conveyance, or other disposition (other than as aforesaid) of any interest in the rights of Executive to receive any form of compensation to be made by the Company pursuant to this Agreement shall be void.

(k) Gender. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word "person" shall include any corporation, firm, partnership or other form of association.

(l) Counterparts; Facsimile or .pdf Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

(m) Construction. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof.

(n) Withholding and Other Deductions. All compensation payable to Executive hereunder shall be subject to such deductions as the Company is from time to time required to make pursuant to law, governmental regulation or order.

(o) Code Section 409A.

(i) This Agreement is not intended to provide for any deferral of compensation subject to Section 409A of the Code, and, accordingly, the severance payments payable under Section 4(b)(ii), (iii) and (v) shall be paid no later than the later of: (A) the fifteenth (15th) day of the third month following Executive's first taxable year in which such amounts are no longer subject to a substantial risk of forfeiture, and (B) the fifteenth (15th) day of the third month following first taxable year of the Company in which such amounts are no longer subject to substantial risk of forfeiture, as determined in accordance with Code Section 409A and any Treasury Regulations and other guidance issued thereunder. To the extent applicable, this Agreement shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder. Each series of installment payments made under this Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. For purposes of this Agreement, all references to Executive's "termination of employment" shall mean Executive's Separation from Service.

(ii) If Executive is a "specified employee" (as defined in Section 409A of the Code), as determined by the Company in accordance with Section 409A of the Code, on the date of Executive's Separation from Service, to the extent that the payments or benefits under this Agreement are subject to Section 409A of the Code and the delayed payment or distribution of all or any portion of such amounts to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion deferred pursuant to this Section 9(o)(ii) shall be paid or distributed to Executive in a lump sum on the earlier of (A) the date that is six (6)-months following Executive's Separation from Service, (B) the date of Executive's death or (C) the earliest date as is permitted under Section 409A of the Code. Any remaining payments due under the Agreement shall be paid as otherwise provided herein.

(iii) To the extent applicable, this Agreement shall be interpreted in accordance with the applicable exemptions from Section 409A of the Code. If Executive and the Company determine that any payments or benefits payable under this Agreement intended to comply with Sections 409A(a)(2), (3) and (4) of the Code do not comply with Section 409A of the Code, Executive and the Company agree to amend this Agreement, or take such other actions as Executive and the Company deem reasonably necessary or appropriate, to comply with the requirements of Section 409A of the Code and the Treasury Regulations thereunder (and any applicable transition relief) while preserving the economic agreement of the parties. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner that no payments payable under this Agreement shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code.



(iv) Any reimbursement of expenses or in-kind benefits payable under this Agreement shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of Executive's taxable year following the taxable year in which Executive incurred the expenses. The amount of expenses reimbursed or in-kind benefits payable during any taxable year of Executive's shall not affect the amount eligible for reimbursement or in-kind benefits payable in any other taxable year of Executive's, and Executive's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**ZENO MANAGEMENT, INC.**

By: /s/ Alexis Pinto  
Name: Alexis Pinto  
Title: Chief Legal Officer

**EXECUTIVE**

/s/ Kimberly Blackwell  
Kimberly Blackwell, M.D.

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]

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**EXHIBIT A**

**GENERAL RELEASE OF CLAIMS**

[SIGNATURE PAGE TO RELEASE]

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**EXHIBIT B**

**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

**[Attached]**

## RELEASE AGREEMENT

This Release Agreement (the “*Agreement*”) is entered into by and among Anthony Y. Sun, M.D. (“*Executive*”), Zentalis Pharmaceuticals, Inc. (“*Parent*”) and Zeno Management, Inc. (the “*Zeno Management*,” and together with Parent, the “*Company*”), effective as of the Effective Date (as defined below).

### RECITALS

WHEREAS, Executive is a party to that certain Second Amended and Restated Employment Agreement effective as of October 1, 2020, with the Company (the “*Employment Agreement*”);

WHEREAS, Executive’s employment with the Company will terminate effective as of May 10, 2022 (the “*Separation Date*”); and

WHEREAS, Executive acknowledges that, but for his agreement to execute this Agreement, he would not be eligible for the Separation Benefits (as defined below) set forth in this Agreement.

NOW THEREFORE, in consideration of, and subject to, the consideration set forth herein, including the Separation Benefits described in Section 3 below, the adequacy of which is hereby acknowledged by the parties hereto, and which Separation Benefits Executive acknowledges that he would not otherwise be entitled to receive, Executive and the Company hereby agree as follows:

### AGREEMENT

1. Effective Date. This Agreement shall not become effective unless both of the following events have occurred: (a) execution of this Agreement by Executive, and (b) expiration of the revocation period applicable under Section 4(d) below without Executive having given notice of revocation as provided therein. The date on which this Agreement becomes effective shall be referred to in this Agreement as the “*Effective Date*.” Unless the Effective Date occurs on or before the date that is fifty-five (55) days following the Separation Date, this Agreement shall be null and void. The parties agree that any material or immaterial changes to this Agreement shall not extend the deadline for the occurrence of the Effective Date.

2. Termination of Employment.

a. The Separation Date will be the termination date of Executive’s employment with the Company and all of its subsidiaries for all purposes, including active participation in and coverage under all benefit plans and programs sponsored by or through the Company and its affiliates, except as otherwise provided in this Agreement. Executive hereby confirms his termination from all positions he holds with the Company and any of its subsidiaries, including his position as Chief Executive Officer and as a member of the boards of directors of Parent, Zeno Management and their subsidiaries, effective as of the Separation Date; provided, however, that notwithstanding the foregoing, Executive will continue to serve as Chief Executive Officer of Zentera Therapeutics (“*Zentera*”). In accordance with applicable law, on the Company’s next regular pay date following the Separation Date, the Company will issue to Executive his final paycheck, reflecting his earned but unpaid base salary through the Separation Date. Executive does not have any accrued, unused vacation pay as of the Separation Date.

b. The Company, within thirty (30) days after the Separation Date, will reimburse Executive for any and all reasonable and necessary business expenses incurred by Executive in connection with the performance of his job duties prior to the Separation Date, which expenses shall be submitted to the Company with supporting receipts and/or documentation no later than twenty-one (21) days after the Separation Date.

c. Subject to Section 3(b) below, Executive's entitlement to health benefits from the Company, and eligibility to participate in the Company's health benefit plans, shall cease on the last day of the calendar month during which the Separation Date occurs, except to the extent Executive elects to and is eligible to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), for himself and any covered dependents. Executive's entitlement to other benefits from the Company, and eligibility to participate in the Company's other benefit plans and programs, shall cease on the Separation Date.

3. **Separation Benefits.** In consideration for Executive's agreement to be bound by the terms of this Agreement, including but not limited to the release of claims in Section 4, but subject to Executive's material compliance with Section 7, including Section 7(f) regarding the return of Company property, the Company agrees to provide Executive with the following Separation benefits (the "**Separation Benefits**"):

a. A lump-sum cash severance payment of \$1,184,455 (representing the sum of (i) eighteen (18) months' base salary based on the base salary rate in effect on the Separation Date (\$1,040,753), plus (ii) Executive's prorated target bonus for the portion of the calendar year that has expired prior to the Separation Date (\$143,702), payable in a lump-sum sixty (60) days following the Separation Date.

b. For the period beginning on the Separation Date and ending on the date which is eighteen (18) full months following the Separation Date (or, if earlier, the date on which the applicable continuation period under COBRA expires or the date Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment) (such period, the "**COBRA Coverage Period**"), if Executive and his eligible dependents who were covered under the Company's health insurance plans as of the Separation Date elect to have COBRA coverage and are eligible for such coverage, the Company shall pay for or reimburse Executive on a monthly basis for an amount equal to (i) the monthly premium Executive is required to pay for continuation coverage pursuant to COBRA for Executive and his eligible dependents who were covered under the Company's health plans as of the Separation Date (calculated by reference to the premium as of the Separation Date) less (ii) the amount Executive would have had to pay to receive group health coverage for Executive and his covered dependents based on the cost sharing levels in effect on the Separation Date. Executive shall be solely responsible for all matters relating to continuation of coverage pursuant to COBRA, including, without limitation, the election of such coverage and the timely payment of premiums. Executive shall notify the Company immediately if Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment.

c. (i) Pursuant to that certain Restricted Stock Agreement effective as of April 2, 2020, between Parent and Executive (the "**Restricted Stock Agreement**"), Executive was issued an aggregate of 195,201 shares of the common stock of Parent, of which 65,067 shares remain unvested and subject to forfeiture as of the Separation Date (the "**Unvested Shares**"), as listed on Exhibit A. Absent the occurrence of the Effective Date, on the Separation Date, all of the Unvested Shares would be forfeited in accordance with the terms of the Restricted Stock Agreement. Subject to the occurrence of the Effective Date, all of the Unvested Shares will continue to vest in accordance with the vesting schedule set forth in the Restricted Stock Agreement notwithstanding Executive's termination of employment (or, if earlier, upon the occurrence of a Change in Control (as such term is defined in Parent's 2021 Incentive Award Plan (the "**2021 Plan**")) following the Effective Date), and therefore shall remain subject to all terms provided in the Restricted Stock Agreement except as specifically modified herein.

(ii) Executive acknowledges that, as of the Separation Date, he holds an aggregate of 749,569 stock options (the “*Options*”) granted to him by Parent, as listed on Exhibit A attached hereto. As of the Separation Date, 303,626 of Executive’s outstanding Options are vested and 445,943 of Executive’s outstanding Options are unvested (“*Unvested Options*”). Executive’s vested Options shall remain subject to the terms of the stock option agreements pursuant to which such Options were granted. Notwithstanding the foregoing, subject to the occurrence of the Effective Date, all of the Unvested Options will continue to vest, and therefore shall also remain subject to the terms of the stock option agreements pursuant to which such Options were granted except as specifically modified herein, in accordance with the existing vesting schedule(s) set forth in the applicable stock option agreement(s) pursuant to which such Unvested Options were granted notwithstanding Executive’s termination of employment (or, if earlier, upon the occurrence of a Change in Control following the Effective Date); provided, that any Options that are scheduled to vest on or following the date that is thirty-six (36) months following the Separation Date in accordance with such existing vesting schedule(s) will vest on February 11, 2025; provided, further, that Executive shall be able to exercise any vested Options until the date that is thirty-six (36) months following the Separation Date.

(iii) Executive acknowledges that, as of the Separation Date, he holds an aggregate of 83,243 restricted stock units (the “*RSUs*”) granted to him by Parent, as listed on Exhibit A attached hereto. Subject to the occurrence of the Effective Date, all of the RSUs will continue to vest in accordance with the existing vesting schedule(s) set forth in the applicable RSU agreement(s) pursuant to which such RSUs were granted notwithstanding Executive’s termination of employment (or, if earlier, upon the occurrence of a Change in Control following the Effective Date); provided, that any RSUs that are scheduled to vest on or following February 11, 2023 in accordance with such existing vesting schedule(s) will vest on such date. For the sake of clarity, except as specifically modified herein, (a) the RSUs shall remain subject to the terms of the applicable RSU agreement(s) and (b) any Shares held by Executive as a result of the settlement of RSUs shall not be subject to forfeiture or cancellation.

(iv) The parties acknowledge and agree that Executive continues to hold equity in Zentera and Parent, and that this Agreement, and the occurrence of the Separation Date, shall have no effect on such Zentera equity nor the Parent equity (other than the Unvested Shares, Options and RSUs), which shall continue to be governed by the terms of the agreements pursuant to which such Zentera equity or Parent equity was issued, except as specifically stated herein or above with respect to the Unvested Shares, Options and RSUs.

The Separation Benefits shall be the exclusive severance benefits to which Executive is entitled, unless Executive has breached the material provisions of this Agreement, in which case Section 7(g) shall apply. Executive understands that Executive will not be entitled to the Separation Benefits under this Agreement if the Effective Date does not occur on or before the date that is fifty-five (55) days following the Separation Date, or in the event Executive materially breaches the terms of this Agreement, provided the Company shall notify Executive of any allegation of breach and provide the Executive a reasonable period of time (not to exceed thirty (30) days) to cure any such alleged breach to the reasonable satisfaction of the Company (if capable of cure, as determined by the Board in good faith). Executive acknowledges that, other than the compensation set forth in Section 2 above paid to him as provided therein and the Separation Benefits set forth in this Section 3, he has or will have received all wages, accrued but unused vacation or paid time off, and other benefits due him as a result of his employment or service with and termination from the Company. No amount herein is subject to reduction or mitigation except as specifically provided for herein.

Executive shall be promptly provided with reimbursement of his reasonable legal fees incurred in the negotiation and finalization of this Agreement upon submission of evidence of same, with the aggregate reimbursement not to exceed \$10,000.

4. Release of Known and Unknown Claims By Executive.

a. In exchange for the Separation Benefits set forth in Section 3 above, and in consideration of the further agreements and promises set forth herein, Executive, on behalf of himself and his executors, heirs, administrators, representatives and assigns, hereby agrees to release and forever discharge the Company and all predecessors, successors and their respective parent corporations, affiliates, related, and/or subsidiary entities, and all of their past and present investors, directors, stockholders, officers, general or limited partners, employees, attorneys, agents and representatives, and the employee benefit plans in which Executive is or has been a participant by virtue of his employment with or service to the Company (collectively, the "**Company Releasees**"), from any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected (collectively, "**Claims**"), which Executive has or may have had against such entities based on any events or circumstances arising or occurring on or prior to the date hereof, arising directly or indirectly out of, relating to, or in any other way involving in any manner whatsoever Executive's employment by or service to the Company or the termination thereof, including any and all claims arising under federal, state, or local laws relating to employment, including without limitation claims of wrongful discharge, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, and claims of any kind that may be brought in any court or administrative agency including, without limitation, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42 U.S.C. Section 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621, et seq. (the "**ADEA**"); the Equal Pay Act, as amended, 29 U.S.C. Section 206(d); regulations of the Office of Federal Contract Compliance, 41 C.F.R. Section 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; and the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.

Notwithstanding the generality of the foregoing, Executive does not release any claim which, by law, may not be released, including the following claims (the "**Retained Claims**"):

- (i) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law;
- (ii) Claims for workers' compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company or its affiliates;
- (iii) Claims pursuant to the terms and conditions of the federal law known as COBRA;



(iv) Claims for indemnity under the bylaws of the Company or its affiliates, as provided for by applicable law or under any applicable insurance policy and the indemnification agreement between Executive and Parent (the “*Indemnification Agreement*”), which is attached hereto as Exhibit B, with respect to Executive’s liability as an employee, director or officer of the Company or its affiliates (and Executive will be provided with indemnification against third party claims related to his work for the Company or its affiliates to the extent permitted by applicable law);

(v) Claims for Executive’s right to bring to the attention of the Equal Employment Opportunity Commission or any other federal, state or local government agency claims of discrimination, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other federal, state or local government agency; provided, however, that Executive does release his right to secure any damages for alleged discriminatory treatment;

(vi) Claims based on any right Executive may have to enforce the Company’s or its affiliates’ executory obligations under this Agreement or any agreement referenced herein;

(vii) Claims Executive may have to vested or earned compensation and benefits;

(viii) Claims Executive may hold as a shareholder; and

(ix) Executive’s right to communicate or cooperate with any government agency.

b. EXECUTIVE ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

BEING AWARE OF SAID CODE SECTION, EXECUTIVE HEREBY EXPRESSLY WAIVES ANY RIGHTS HE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

c. Executive acknowledges that he was provided with this Agreement on May 10, 2022. Executive acknowledges that Executive has been provided more than twenty-one (21) days’ time in which to consider this Agreement after the Company’s delivery of such Agreement to him. Executive further acknowledges that the Company has advised him that he is waiving his rights under the ADEA, and that Executive should consult with an attorney of his choice before signing this Agreement, and Executive has had sufficient time to consider the terms of this Agreement. Executive represents and acknowledges that if Executive executes this Agreement before twenty-one (21) days have elapsed, Executive does so knowingly, voluntarily, and upon the advice and with the approval of Executive’s legal counsel (if any), and that Executive voluntarily waives any remaining consideration period. Executive acknowledges and agrees that any material or immaterial changes to the Agreement shall not extend the foregoing review period or the deadline for the occurrence of the Effective Date.

d. Executive understands that after executing this Agreement, Executive has the right to revoke it within seven (7) days after his execution of it. Executive understands that this Agreement will not become effective and enforceable unless the seven (7) day revocation period passes and Executive does not revoke the Agreement in writing. Executive understands that this Agreement may not be revoked after the seven (7) day revocation period has passed. Executive also understands that any revocation of this Agreement must be made in writing and delivered to Debby Silott, Senior Director, Human Resources of the Company, within the seven (7) day period.

e. Executive understands that this Agreement shall become effective, irrevocable, and binding upon Executive on the eighth (8<sup>th</sup>) day after his execution of it, so long as Executive has not revoked it within the time period and in the manner specified in clause (d) above.

f. Executive further understands that Executive will not be given any Separation Benefits unless the Effective Date occurs on or before the date that is fifty-five (55) days following the Separation Date.

g. Executive represents and warrants to the Company Releasees that there has been no assignment or other transfer of any interest in any Claim that Executive may have against the Company Releasees. Executive agrees to indemnify and hold harmless the Company Releasees from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred as a result of any such assignment or transfer from Executive.

5. Additional Representations and Warranties By Executive. Executive represents that Executive has no pending complaints or charges against the Company Releasees, or any of them, with any state or federal court, or any local, state or federal agency, division, or department based on any event(s) occurring prior to the date Executive signs this Agreement. Executive further represents that, except solely to the extent related to any Retained Claim, Executive will not in the future, file, participate in, instigate or assist in the prosecution of any claim, complaints, charges or in any lawsuit by any party in any state or federal court against the Company Releasees, or any of them unless such aid or assistance is ordered by a court or government agency or sought by compulsory legal process, claiming that the Company Releasees, or any of them, have violated any local, state or federal laws, statutes, ordinances or regulations based upon events occurring prior to his execution of this Agreement.

6. Knowing and Voluntary. Executive represents and agrees that, prior to signing this Agreement, Executive has had the opportunity to discuss the terms of this Agreement with legal counsel of his choosing. Executive further represents and agrees that he is entering into this Agreement knowingly and voluntarily. Executive affirms that no promise was made to cause him to enter into this Agreement, other than what is promised in this Agreement. Executive further confirms that he has not relied upon any other statement or representation by anyone other than what is in this Agreement as a basis for his agreement.

#### 7. Confirmation of Continuing Obligations.

a. Proprietary Information and Inventions. Executive hereby expressly reaffirms his obligations, to the extent any such obligations survive termination, under Section 5 of the Employment Agreement, a copy of which is attached to this Agreement as Exhibit C and incorporated herein by reference, and under the Proprietary Information and Inventions Agreement between Executive and the Company (the "**Proprietary Information Agreement**"), a copy of which is attached hereto as Exhibit D and incorporated herein by reference, and agrees that such obligations shall survive the Separation Date.

b. Solicitation of Employees. For one (1) year following the Separation Date (the “*Restricted Period*”), Executive will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company or its affiliates to terminate his relationship with the Company or its affiliates in order to become an employee, consultant or independent contractor to or for any other person or entity, or otherwise encourage or solicit any employee of the Company or its affiliates to leave the Company or such affiliates for any reason or to devote less than all of any such employee’s efforts to the affairs of the Company.

c. Solicitation of Consultants. Executive shall not, during the Restricted Period, directly or indirectly, hire, solicit or encourage to cease work with the Company or any of its affiliates any consultant then under contract with the Company or any of its affiliates.

d. Nondisparagement. Executive agrees that neither he nor anyone acting by, through, under or in concert with him shall disparage or otherwise communicate negative statements or opinions about the Company, Parent, or their respective board members, officers, employees or businesses. The Company agrees that neither its board members nor officers, nor the board members or officers of Parent, shall disparage or otherwise communicate negative statements or opinions about Executive. Except as may be required by law, neither Executive, nor any member of Executive’s family, nor anyone else acting by, through, under or in concert with Executive will disclose to any individual or entity (other than Executive’s legal or tax advisors) the terms of this Agreement.

e. Cooperation. As a condition of his receipt of the Separation Benefits, Executive agrees that, upon reasonable notice (after taking into account, to the extent reasonably practicable, his other personal and business commitments) and without the necessity of Company obtaining a subpoena or court order, he will provide reasonable cooperation to Company in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), or the decision to commence on behalf of the Company any suit, action or proceeding, any investigation and/or any defense of any claims asserted against the Company or any of the Company’s current or former directors, officers, employees, partners, stockholders, agents or representatives of any of the foregoing, and any ongoing or future investigation or dispute or claim of any kind involving the Company that relates to events occurring during Executive’s employment as to which he may have relevant information and any other matter for which he was responsible or had knowledge of through the Separation Date, other than matters in which Executive is an adverse party to the Company. Such cooperation may include, but will not be limited to, providing background information within my knowledge; aiding in the drafting of declarations; executing declarations or similar documents; testifying or otherwise appearing at investigation interviews, depositions, arbitrations or court hearings; and preparing for the above-described or similar activities. Upon the reasonable request of Company, Executive agrees to cooperate with the transition of his job responsibilities following the Separation Date and cooperate in providing information on matters on which he was involved while an employee. Executive shall be reimbursed all out of pocket costs incurred as a result of such cooperation in accordance with the terms and conditions stated in the Company’s reimbursement policies. In the event such cooperation requires more than five (5) hours per month, Executive shall receive a per diem computed as his final salary divided by 365 for each such day his cooperation is required subsequent to the five (5) hour limitation; provided that Executive shall not receive a per diem for any cooperation prior to the date that is eighteen (18) months following the Separation Date.

f. Return of Property. By signing below, Executive represents and warrants that, to the best of his knowledge, he has returned to the Company all lists, books and records of, or in connection with, the Company's business, and all other property belonging to the Company, including, without limitation, his Company-issued laptop, documents (hard copy or electronic files), it being distinctly understood that all such lists, books and records, and other documents, are the property of the Company. Executive further represents and warrants that he has not nor will he copy or transfer any Company information, nor will he maintain any Company confidential information after the Separation Date. Executive's compliance with this Section 7(f) shall be a condition to his receipt of the Separation Benefits; provided, if Executive locates any Company property at any time hereinafter, he will immediately provide such property to the Company and shall not be considered in breach of this Agreement provided he does so. Notwithstanding the foregoing, Executive may retain documents evidencing his terms and conditions of employment and documents regarding his compensation and equity without violation hereto.

g. Remedy in the Event of Breach. In addition to all other rights and remedies available to the Company under law or in equity, the Company shall be entitled to withhold all Separation Benefits from Executive in the event of his material and uncured breach of this Section 7 prior to Executive's receipt of such Separation Benefits.

h. Whistleblower Provision. Nothing herein shall be construed to prohibit Executive from communicating directly with, cooperating with, or providing information to, any government regulator, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice. Executive acknowledges that the Company has provided Executive with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of proprietary information that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of proprietary information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (iii) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the proprietary information to Executive's attorney and use the proprietary information in the court proceeding, if Executive files any document containing the proprietary information under seal, and does not disclose the proprietary information, except pursuant to court order.

i. Definitions. For purposes of this Section 7, the term "**Company**" means not only Zeno Management, Inc., but also Parent as well as any company, partnership or entity which, directly or indirectly, controls, is controlled by or is under common control with Zeno Management, Inc.

8. References and Press Release. Executive will direct all requests for employment references to either Company's President & CEO or its Human Resources department. All responses to requests for references shall state only Executive's title, dates of service, and shall make no further comment. Executive shall be provided the opportunity to review the press release describing the Executive's departure prior to its formal release, which shall state that Executive resigned, and other relevant truthful information, provided that Parent shall have final authority over any such press release.

9. Arbitration. Any dispute, claim or controversy based on, arising out of or relating to Executive's employment or this Agreement shall be settled by final and binding arbitration in New York, New York, before a single neutral arbitrator in accordance with the JAMS Employment Arbitration Rules and Procedures (the "**Rules**"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The Rules may be found online at [www.jamsadr.com](http://www.jamsadr.com) and will be provided to Executive upon request at no charge. If the parties are unable to agree upon an arbitrator, one shall be appointed by JAMS in accordance with its Rules. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; provided, however, Executive and the Company agree that, to the extent permitted by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, JAMS administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne by the Company. This Section 8 is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to Executive's employment; provided, however, that Executive shall retain the right to file administrative charges with or seek relief through any government agency of competent jurisdiction, and to participate in any government investigation, including but not limited to (a) claims for workers' compensation, state disability insurance or unemployment insurance; (b) administrative claims brought before any state or federal governmental authority; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (c) claims for administrative relief from the United States Equal Employment Opportunity Commission and/or any similar state agency in any applicable jurisdiction); provided, further, that Executive shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. This Agreement shall not limit either party's right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests pending the outcome of arbitration, including without limitation injunctive relief, in any court of competent jurisdiction. Seeking any such relief shall not be deemed to be a waiver of such party's right to compel arbitration. Both Executive and the Company expressly waive their right to a jury trial.

10. Entire Agreement; Modification. This Agreement, together with the Proprietary Information Agreement, the Indemnification Agreement and the other agreements referenced herein, including Section 5 of the Employment Agreement, constitute the entire agreement of the Parties in respect of the subject matter contained herein and therein and supersede all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. Except as provided in Section 7 hereof with respect to Section 5 of the Employment Agreement, the Employment Agreement shall be superseded entirely by this Agreement and the Employment Agreement shall be terminated and be of no further force or effect. This Agreement may be amended or modified only with the written consent of Executive and an authorized representative of the Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

11. Survival. The covenants, agreements, representations and warranties contained in or made in this Agreement shall survive the Separation Date or any termination of this Agreement.

12. Third-Party Beneficiaries. Except as expressly set forth herein, this Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

13. Waiver. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

14. Section Headings. The headings of the several sections in this Agreement are inserted solely for the convenience of the parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

15. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by email, telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to Executive at the address listed on the Company's personnel records and to the Company at its principal place of business, or such other address as either party may specify in writing.

16. Severability. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

17. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of New York applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in New York, New York, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by New York law.

18. Non-transferability of Interest. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement shall be assignable or transferable except through a testamentary disposition or by the laws of descent and distribution upon the death of Executive. Any attempted assignment, transfer, conveyance, or other disposition (other than as aforesaid) of any interest in the rights of Executive to receive any form of compensation to be made by the Company pursuant to this Agreement shall be void.

19. Gender. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word "person" shall include any corporation, firm, partnership or other form of association.

20. Counterparts; Facsimile or .pdf Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

21. Construction. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof.

22. Withholding and Other Deductions; Right to Seek Independent Advice. All compensation payable to Executive hereunder shall be subject to such deductions as the Company is from time to time required to make pursuant to law, governmental regulation or order. Executive acknowledges and agrees that neither the Company nor the Company's counsel has provided any legal or tax advice to Executive and that Executive is free to, and is hereby advised to, consult with a legal or tax advisor of his choosing.

23. Section 409A. This Agreement is not intended to provide for any deferral of compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"). To the extent applicable, this Agreement shall be interpreted in accordance with Code Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder consistent with the foregoing intention. Any reimbursements or in-kind benefits payable under this Agreement shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of Executive's taxable year following the taxable year in which Executive incurred the expenses. The reimbursements or in-kind benefits provided under this Agreement during any taxable year of Executive's will not affect such amounts provided in any other taxable year of Executive's, and Executive's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit. Each series of installment payments made under this Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. Executive's "separation from service" for purposes of Section 409A of the Code shall occur on the Separation Date.

[Signature Page Follows]

**PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT AND VOLUNTARILY ENTERS INTO IT WITH THE INTENT TO BE BOUND THEREBY.**

**EXECUTIVE:**

Dated: May 10, 2022

/s/ Anthony Y. Sun  
Anthony Y. Sun, M.D.

**PARENT:**

Dated: May 10, 2022

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Alexis Pinto  
Name: Alexis Pinto  
Title: Chief Legal Officer

**COMPANY:**

Dated: May 10, 2022

ZENO MANAGEMENT, INC.

By: /s/ Alexis Pinto  
Name: Alexis Pinto  
Title: Chief Legal Officer

[SIGNATURE PAGE TO RELEASE AGREEMENT]



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**EXHIBIT A**

**EQUITY AWARDS**

[Attached]

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**EXHIBIT B**

**INDEMNIFICATION AGREEMENT**

[Attached]

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**EXHIBIT C**

**EMPLOYMENT AGREEMENT**

[Attached]

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**EXHIBIT D**

**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

[Attached]