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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2023
OR

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

Commission File Number: 001-39263

Zentalis Pharmaceuticals, Inc.
(Exact name of Registrant as specified in its Charter)

Delaware	**82-3607803**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1359 Broadway, Suite 801 New York, New York	**10018**
(Address of principal executive offices)	**(Zip Code)**

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

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

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

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

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

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

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

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Small reporting company	☐
		Emerging growth company	☐

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

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

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

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

The aggregate market value of the voting and non-voting stock held by non-affiliates of the registrant, as of June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $1.56 billion based on the closing price of $28.21 as reported on The Nasdaq Global Market on such date. Solely for the purposes of this disclosure, shares of common stock held by executive officers, directors and certain stockholders of the registrant as of such date have been excluded because such holders may be deemed to be affiliates.

The number of shares of registrant's common stock outstanding as of February 22, 2024 was 70,960,165.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement relating to its 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of the fiscal year ended December 31, 2023 are incorporated herein by reference in Part III of this Annual Report on Form 10-K.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical facts contained in this Annual Report on Form 10-K are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential," "design," "aim," "support," "advance," "on track," "strive," or "continue" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about:

- our competitive position, including information relating to our competitors and their products and product candidates and our industry;
- our expectations, projections and estimates regarding our capital requirements, need for additional capital, financing our future cash needs, costs, expenses, revenues, capital resources, cash flows, financial performance, profitability, tax obligations, liquidity, growth, contractual obligations, the period of time our cash resources will fund our current operating plan, our internal control over financial reporting and disclosure controls and procedures;
- the ability of our clinical trials to demonstrate safety and efficacy of our product candidates, and other positive results;
- the global macroeconomic environment and increased inflation and interest rates;
- the timing and focus of our ongoing and future preclinical studies and clinical trials, including the reporting of data from those studies and trials and the timing thereof and the timing of initiation of enrollment in our clinical trials;
- our estimates of the number of patients that we will enroll in our clinical trials;
- the beneficial characteristics, safety, efficacy and therapeutic effects of our product candidates;
- the potential for azenosertib (ZN-c3) to be first-in-class and best-in-class;
- the potential for ZN-d5 to have best-in-class potency, selectivity and pharmacokinetic, or PK, properties;
- our and our collaborators' strategy, plans and expectations with respect to the development, manufacturing, supply, approval and commercialization of our product candidates and the timing thereof;
- the designs of our studies and the type of information and data expected from our studies and the expected benefits thereof;
- our ability to obtain and maintain any marketing authorizations and our ability to complete post-marketing requirements with respect thereto;
- the timing and amounts of payments from or to our collaborators, licensors and licensees, and the anticipated arrangements and benefits under our collaboration and license agreements, including with respect to milestones and royalties;
- our pipeline, including its potential, and our related research and development activities;
- our plans relating to our biomarker enrichment strategies targeting tumors of high genomic instability, such as Cyclin E1 positive tumors, homologous recombination deficient tumors, and tumors with oncogenic driver mutations;
- our plans relating to the further development of our product candidates, including program timelines, potential paths to registration, and additional indications we may pursue;
- our ability to negotiate, secure and maintain adequate pricing, coverage and reimbursement terms and processes on a timely basis, or at all, with third-party payors for our product candidates, if approved;
- our plans, including the costs thereof, of development of any diagnostic tools;
- our plans to evaluate additional strategic opportunities to maximize the value of our pipeline;
- our plans to advance our ongoing research on protein degrader programs as well as novel small molecule inhibitors designed to inhibit undisclosed targets;
- our plans to develop our product candidates in combination with other therapies;
- our existing collaborations and our ability to obtain, and negotiate favorable terms of, any collaboration, licensing or other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates;
- timing and likelihood of success of our research, development and commercialization efforts;
- timing of expected milestones, including timing of our first New Drug Application, or NDA, for azenosertib, and the announcement thereof;
- the size of the market opportunity for our product candidates;
- our expectations regarding the approval and use of our product candidates as first, second or subsequent lines of therapy or in combination with other drugs;
- the timing or likelihood of regulatory filings and approvals, including the targeted timing of our first NDA submission for azenosertib;
- our ability to obtain and maintain regulatory approval of our product candidates;

- existing regulations and regulatory developments in the United States, the European Union, or the EU, and other jurisdictions;
- our intellectual property position, including obtaining and maintaining patents, and the timing, outcome and impact of administrative, regulatory, legal and other proceedings relating to our patents and other proprietary and intellectual property rights, and the timing and resolution thereof;
- our facilities, lease commitments, and future availability of facilities;
- accounting standards and estimates, their impact, and their expected timing of completion;
- cybersecurity and information security;
- expected ongoing reliance on third parties, including with respect to the development, manufacturing, supply and commercialization of our product candidates;
- insurance coverage;
- estimated periods of performance of key contracts; and
- the need to hire additional personnel and our ability to attract and retain personnel, and our ability to provide competitive compensation and benefits.

The forward-looking statements in this Annual Report on Form 10-K are only predictions and are based largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Annual Report on Form 10-K and are subject to a number of known and unknown risks, uncertainties, assumptions and other important factors, including those described under "Summary Risk Factors" below and in the sections in this Annual Report on Form 10-K entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this Annual Report on Form 10-K.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, they may turn out to be inaccurate and you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results, financial condition, performance or achievements could differ materially from those projected in the forward-looking statements. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

INDUSTRY AND OTHER DATA

This Annual Report on Form 10-K contains industry, market and competitive position data from our own internal estimates and research as well as industry and general publications and research surveys and studies conducted by third parties. Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. Our internal data and estimates are based upon information obtained from trade and business organizations and other contacts in the markets in which we operate and our management’s understanding of industry conditions. While we believe that each of these studies and publications is reliable, we have not independently verified market and industry data from third-party sources. While we believe our internal company research is reliable and the market definitions are appropriate, neither such research nor definitions have been verified by an independent source.

The industry in which we operate is subject to risks and uncertainties due to a variety of factors, including those described in Part I, Item 1A., “Risk Factors” in this Annual Report on Form 10-K. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

SUMMARY RISK FACTORS

Our business is subject to numerous risks and uncertainties, including those described in Part I, Item 1A., "Risk Factors" in this Annual Report on Form 10-K. You should carefully consider these risks and uncertainties when investing in our common stock. The principal risks and uncertainties affecting our business include the following:

- We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and predict our future success and viability.
- We have incurred significant net losses since inception, and we expect to continue to incur significant net losses for the foreseeable future.
- We will require substantial additional capital to finance our operations. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce and/or eliminate one or more of our research and drug development programs or future commercialization efforts.
- We are substantially dependent on the success of our lead product candidates, azenosertib (ZN-c3) and/or ZN-d5, which are currently in clinical trials. If we are unable to complete development of, obtain approval for and commercialize these product candidates in a timely manner, our business will be harmed.
- The clinical trials of our product candidates may not demonstrate safety and efficacy to the satisfaction of the U.S. Food and Drug Administration, or FDA, or other comparable ex-U.S. regulatory authorities or otherwise produce positive results.
- If we are unable to successfully develop diagnostic tools for biomarkers that enable patient selection, or experience significant delays in doing so, we may not realize the full commercial potential of our product candidates.
- We are developing our product candidates in combination with other therapies, which exposes us to additional risks.
- The regulatory approval processes of the FDA and other comparable ex-U.S. regulatory authorities are lengthy, time consuming and inherently unpredictable. If we are ultimately unable to obtain regulatory approval for our product candidates, we will be unable to generate product revenue and our business will be substantially harmed.
- We face significant competition, and if our competitors develop and market technologies or products more rapidly than we do or that are more effective, safer or less expensive than the product candidates we develop, our commercial opportunities will be negatively impacted.
- Our success depends on our ability to protect our intellectual property and our proprietary platform. If we are unable to adequately protect our intellectual property and our proprietary platform, or to obtain and maintain issued patents which are sufficient to protect our product candidates, then others could compete against us more directly, which would negatively impact our business.
- Our existing collaborations are important to our business and future licenses may also be important to us and, if we are unable to maintain any of these collaborations, or if these arrangements are not successful, our business could be adversely affected.
- We rely, and expect to continue to rely, on third parties, including independent clinical investigators and CROs, to conduct certain aspects of our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could be substantially harmed.
- Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties. Claims by third parties that we infringe their proprietary rights may result in liability for damages or prevent or delay our developmental and commercialization efforts.
- The competition for qualified personnel is particularly intense in our industry. If we are unable to retain or hire key personnel, then we may not be able to sustain or grow our business.
- Unfavorable U.S., global, political or economic conditions could adversely affect our business, financial condition or results of operations.

- Business interruptions could adversely affect our operations.

PART I

Item 1. Business.

Overview

We are a clinical-stage biopharmaceutical company focused on discovering and developing small molecule therapeutics targeting fundamental biological pathways of cancers. Our lead product candidate, azenosertib (ZN-c3), is a potentially first-in-class and best-in-class WEE1 inhibitor for advanced solid tumors and hematological malignancies. Azenosertib is being evaluated as a monotherapy and in combination across multiple ongoing clinical trials. In clinical trials, azenosertib has been well tolerated and has demonstrated anti-tumor activity as a single agent across multiple tumor types and in combination with several chemotherapy backbones. As part of our azenosertib clinical development program, we are exploring enrichment strategies targeting tumors with high levels of replication stress, such as Cyclin E1 positive tumors, homologous recombination deficient tumors, and tumors with oncogenic driver mutations. We are also developing a BCL-2 inhibitor, ZN-d5, in combination with azenosertib, and we believe we are the only company that has both a WEE1 inhibitor and a BCL-2 inhibitor in clinical development. We currently exclusively in-license or solely own worldwide development and commercialization rights to azenosertib and ZN-d5.

We also continue to use our extensive drug discovery experience and capabilities across cancer biology and medicinal chemistry, which we refer to as our Integrated Discovery Engine, to advance our ongoing research on protein degraders of undisclosed targets. We believe our product candidates are differentiated from current programs targeting similar pathways and, if approved, have the potential to significantly impact clinical outcomes of patients with cancer.

Strategy

Our goal is to become a leading oncology-focused biopharmaceutical company. Our strategy includes the following key components:

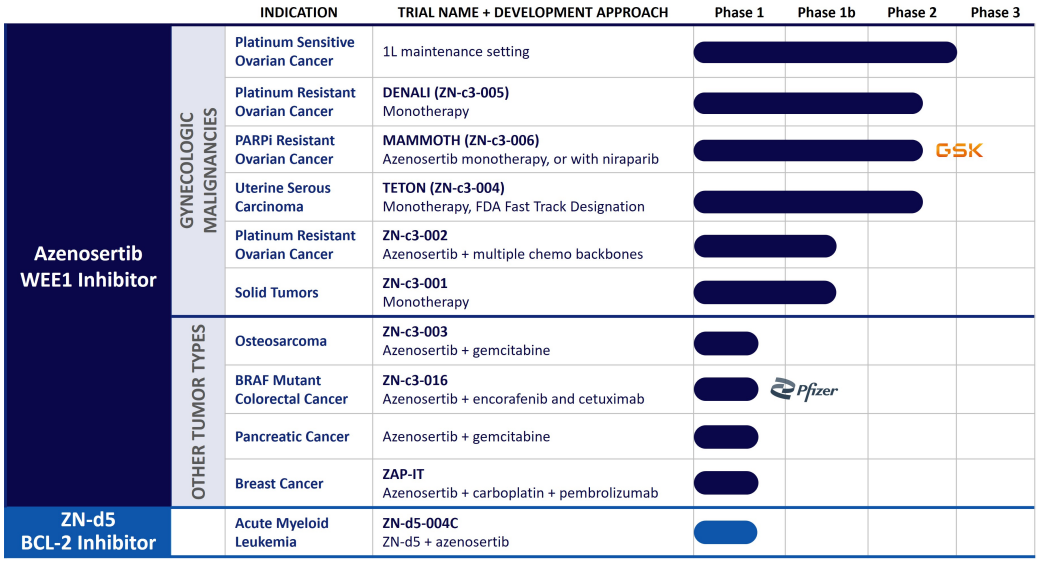
- ***Rapidly advance the clinical development of our potentially best-in-class and first-in-class WEE1 inhibitor, azenosertib, as a monotherapy toward first regulatory approval***. To date, our lead product candidate, azenosertib, has demonstrated a favorable safety profile and monotherapy anti-tumor activity across multiple tumor types in clinical trials, including in ovarian cancer and uterine serous carcinoma, or USC. We believe we are potentially generating registrational data in our DENALI (ZN-c3-005) trial of azenosertib as a monotherapy in platinum resistant ovarian cancer, or PROC, and our TETON (ZN-c3-004) trial of azenosertib as a monotherapy in USC. We are on track to announce topline data from DENALI in the first half of 2025 and from TETON in the second half of 2025. We expect to submit our first NDA for azenosertib as a monotherapy in a gynecologic malignancy in 2026.
- ***Execute on our azenosertib clinical development strategy to build the azenosertib franchise***. Azenosertib is currently being evaluated in more than 10 ongoing and planned clinical trials as a monotherapy and in combination, including with chemotherapy and molecularly targeted agents, across a broad array of tumor types. We believe our clinical development strategy for azenosertib will position azenosertib to address significant unmet need, with a potential treatable patient population across gynecologic and non-gynecologic malignancies of 166,000 patients per year in the United States and the EU5 countries (France, Germany, Italy, Spain and the United Kingdom), based on 2023 estimates.
- ***Execute on our patient enrichment strategy for azenosertib targeting tumors with high levels of replication stress***. Preclinical models have shown that tumors with high levels of replication stress, such as Cyclin E1 positive tumors, homologous recombination deficient tumors, and tumors with oncogenic driver mutations, have increased sensitivity to azenosertib. Our patient enrichment strategy for azenosertib includes (a) evaluation of Cyclin E1 amplification and Cyclin E1 immunohistochemistry, or IHC, in our DENALI trial, (b) evaluation of PARP inhibitor-resistant PROC, a tumor with high levels of replication stress, in our MAMMOTH trial, and (c) evaluation of BRAFV600E mutated metastatic colorectal cancer, or mCRC, a tumor type with high levels of oncogene induced replication stress, in our ZN-c3-016 trial in collaboration with Pfizer Inc., or Pfizer. We believe our patient enrichment strategy for azenosertib has the potential to enable us to identify patients who would benefit the most from azenosertib.
- ***Advance the clinical development of our potentially best-in-class BCL-2 inhibitor in combination with azenosertib***. Our BCL-2 inhibitor, ZN-d5, was designed to have best-in-class potency, selectivity and PK properties. We are

focusing our clinical development of ZN-d5 on our clinical trial investigating ZN-d5 in combination with azenosertib in relapsed or refractory, or R/R, acute myeloid leukemia, or AML.

- ***Leverage our deep expertise and capabilities across cancer biology and medicinal chemistry to advance our preclinical programs***. We are advancing our research on protein degraders as well as novel small molecule inhibitors designed to inhibit undisclosed targets utilizing our Integrated Discovery Engine.
- ***Collaborate under our existing strategic partnerships and evaluate additional strategic opportunities to maximize the value of our pipeline***. We have development collaborations with Pfizer, GSK plc, or GSK, and Dana-Farber Cancer Institute, or Dana Farber, for azenosertib, and in January 2024, we out-licensed our ROR1 antibody-drug conjugate, or ADC, program and our ADC platform to Immunome, Inc., or Immunome. We will continue to selectively evaluate additional strategic collaborations for our product candidates and research programs with partners whose assets and capabilities complement our own.

Our Pipeline

The following table summarizes our product candidate pipeline:



Our Development Programs

Azenosertib (WEE1 Inhibitor)

Azenosertib is a potentially best-in-class and first-in-class oral, small molecule WEE1 inhibitor. The inhibition of WEE1, a DNA damage response kinase, drives cancer cells into mitosis without being able to repair damaged DNA, resulting in cell death and thereby preventing tumor growth and potentially causing tumor regression. Currently, there are no WEE1 inhibitors approved by the FDA. We have designed azenosertib to have advantages over other investigational therapies targeting WEE1, including superior selectivity and PK properties. Azenosertib is currently being evaluated in the clinic for advanced solid tumors and hematological malignancies as a monotherapy, in combination with traditional chemotherapy and other DNA damaging agents, and in combination with molecularly targeted agents. We are targeting the submission of our first NDA for azenosertib in a gynecologic malignancy in 2026.

The following clinical trials are part of the azenosertib clinical development program:

- ***Clinical Trial of Azenosertib in Platinum Sensitive Ovarian Cancer (PSOC).*** We are planning to initiate a clinical trial evaluating azenosertib in PSOC patients in the first-line maintenance setting. We expect to disclose additional details with respect to this trial in the second half of 2024, and to initiate this trial in 2025.

- ***Monotherapy - Phase 2 Clinical Trial in Cyclin E1 Driven High-Grade Serous Ovarian Cancer, Fallopian Tube, or Primary Peritoneal Cancer (HGSOC) (DENALI - ZN-c3-005).*** We are evaluating azenosertib as a monotherapy in a Phase 2 clinical trial in patients with Cyclin E1 positive platinum resistant HGSOC. Our Cyclin E1 positive enrichment strategy is supported by preclinical data that showed that high Cyclin E1 protein expression sensitized cancer cells to the anti-tumor effects of azenosertib as well as preliminary retrospective clinical data that Cyclin E1 protein levels may be associated with clinical benefit from WEE1 inhibition. In addition, in April 2023, we announced preclinical data at the 2023 American Association for Cancer Research, or AACR, Annual Meeting that demonstrated that azenosertib drove cancer cell death in Cyclin E1-high tumor cells *in vitro* and substantially inhibited growth of Cyclin E1-high, patient derived, *in vivo* tumor models. We expect to disclose topline data from this trial in the first half of 2025.

- ***Monotherapy/Combination - Phase 1/2 Clinical Trial of Azenosertib as a Monotherapy and with PARP Inhibitor (PARPi) in Platinum Resistant Ovarian Cancer (PROC) (MAMMOTH - ZN-c3-006).*** We are evaluating azenosertib as a monotherapy and in combination with GSK's PARP inhibitor, niraparib (ZEJULA®), in a Phase 1/2 clinical trial in PROC patients who have failed PARPi treatment as part of a clinical collaboration with GSK. This clinical study is supported by preclinical data that showed that combining azenosertib and niraparib resulted in synergistic cell killing in ovarian cancer *in vivo* models. We expect to disclose topline data from this trial in the second half of 2024.

- ***Monotherapy - Phase 2 Clinical Trial in Recurrent or Persistent Uterine Serous Carcinoma (USC) (TETON - ZN-c3-004).*** Azenosertib is currently being evaluated as a monotherapy in a Phase 2 clinical trial in patients with USC. As of a September 14, 2022 data cutoff, a total of 43 patients were enrolled and dosed. Azenosertib was well tolerated. The most common treatment-related adverse events, or TRAEs, were nausea (60.5% all grades/9.3% grade 3 or higher), fatigue (46.5% all grades/9.3% grade 3 or higher), diarrhea (37.2% all grades/7.0% grade 3 or higher) and vomiting (32.6% all grades/7.0% grade 3 or higher). The FDA granted Fast Track designation in November 2021 to azenosertib in patients with advanced or metastatic USC who have received at least one prior platinum-based chemotherapy regimen for management of advanced or metastatic disease. We believe that the study design in this patient population has the potential to support registration in the United States. We expect to disclose topline data from this trial in the second half of 2025.

- ***Combination - Phase 1b Clinical Trial of Azenosertib and Chemotherapy in PROC (ZN-c3-002).*** Azenosertib is currently being evaluated in combination with each of paclitaxel, carboplatin, PLD, and gemcitabine in four separate cohorts in a Phase 1b clinical trial in patients with PROC. On May 25, 2023, we announced positive data from this Phase 1b clinical trial. Azenosertib was well tolerated in combination with multiple types of chemotherapy and demonstrated encouraging clinical activity, with noteworthy objective response rates, or ORRs, and median progression free survival, or mPFS, in all patients, but especially in those patients with Cyclin E1 positive tumors, a subgroup recognized to have a poor prognosis and to show relatively poor outcomes following treatment with chemotherapy. A total of 115 patients were enrolled in the study across all chemotherapy combination groups. At April 10, 2023, 94 were response evaluable. Across all dosing schedules, azenosertib plus paclitaxel demonstrated the highest ORR of 50.0% (mPFS of 7.4m; mDOR of 5.6m), followed by an ORR of 38.5% (mPFS of 8.3m; mDOR of 6.2m) for azenosertib plus gemcitabine. Azenosertib plus carboplatin demonstrated an ORR of 35.7% (mPFS of 10.4m; mDOR of 11.4m), and azenosertib plus PLD demonstrated an ORR of 19.4% (mPFS of 6.3m; mDOR of 8.3m). Of patients who had available tissue for IHC, 87% were Cyclin E1+ (H-score >50). Cyclin E1+ status was associated with a superior ORR and a longer mPFS across the response-evaluable patient population with IHC data (ORR of 40.0% vs 8.3%; mPFS of 9.86 vs 3.25 months; HR = 0.37; P = 0.0078), showcasing the potential synergy of WEE1 inhibition with chemotherapy in this patient population. Frequent Grade ≥3 TRAEs, (%) across all azenosertib intermittent dosing groups were thrombocytopenia (27.5%), neutropenia (25.5%), anemia (15.7%), and fatigue (9.8%).

- ***Monotherapy - Phase 1b Dose Finding Clinical Trial in Solid Tumors (ZN-c3-001).*** We are currently evaluating azenosertib as a monotherapy in a Phase 1b dose finding clinical trial for the treatment of solid tumors. On June 6, 2023, we announced positive data from this clinical trial. As of April 24, 2023, a total of 127 heavily pretreated patients with advanced solid tumors were enrolled and received monotherapy azenosertib at doses ≥ 300 mg on either

continuous daily dosing or intermittent weekly administration schedules. Across all tumor types, 74 patients received azenosertib on a continuous dosing schedule and 53 patients received azenosertib on an intermittent dosing schedule. When evaluating continuous versus intermittent at comparable clinically meaningful dose levels, the data were the following: intermittent dosing maintained safety and improved tolerability of azenosertib as compared to continuous dosing. Gastrointestinal, fatigue, and hematologic Grade 3 and 4 TRAEs were comparable or favorable versus continuous dosing. No discontinuations due to TRAEs were observed in the intermittent cohorts. Steady state exposure, as measured by $AUC_{0\text{-}24}$, more than doubled at the intermittent dose of 400 mg, 5 days on, 2 days off, compared to AUC observed at 300 mg daily with continuous administration, and intermittent dosing achieved higher maximal concentration levels as compared to continuous administration. As of June 2, 2023, the confirmed ORR in the combined ovarian and USC subgroup of patients treated with intermittent dosing was 36.8% (7/19), versus 19.2% (5/26) in those who received a continuous dosing. In the response evaluable patients who received intermittent dosing azenosertib, the confirmed ORR was 50% in USC and 30.8% in ovarian cancer. 89% of ovarian cancer and USC patients who received an intermittent dosing schedule had target lesion reductions from their baseline scans. Patients in this subgroup who received an intermittent dosing schedule had a median follow up of 4.4 months, and 63% (12/19) patients remained on therapy as of June 2, 2023. On November 6, 2023, we announced updated data from this trial. Data from October 25, 2023 in the same population of patients (ovarian cancer and USC patients) that were response-evaluable on June 2, 2023, showed that there continued to be a 36.8% (7/19) ORR in these patients. As compared to the June 2, 2023 data, the median follow-up for patients in this subgroup increased to 9.2 months and the mPFS increased to 6.5 months. As of September 27, 2023, azenosertib continued to demonstrate a favorable safety and tolerability profile with additional safety-evaluable patients and longer follow-up. We expect to disclose the final results from this trial in the second half of 2024.

- ***Combination - Phase 1 Clinical Trial of Azenosertib and Chemotherapy in Relapsed or Refractory Osteosarcoma (ZN-c3-003).*** We completed the dose escalation portion of the Phase 1 clinical trial of azenosertib in combination with gemcitabine in adult and pediatric patients with R/R osteosarcoma. We have identified a proposed recommended Phase 2 dose of azenosertib in combination with gemcitabine in this patient population and have seen clinically meaningful activity. We expect that azenosertib in combination with gemcitabine will continue to be evaluated in osteosarcoma in an investigator-initiated trial. We received orphan drug designation and rare pediatric disease designation from the FDA for azenosertib in osteosarcoma. We expect to disclose the final results from this trial in the first half of 2024.
- ***Combination - Phase 1/2 Clinical Trial of Azenosertib with Encorafenib and Cetuximab (BEACON Regimen) in BRAF V600E Mutant Metastatic Colorectal Cancer (mCRC) (ZN-c3-016).*** We are collaborating with Pfizer to evaluate azenosertib in combination with encorafenib and cetuximab, an FDA-approved standard of care known as the BEACON regimen, in patients with BRAF V600E mutant mCRC in a Phase 1/2 clinical trial. In preclinical studies, WEE1 inhibition has shown synergy with many targeted agents in mutationally driven cancers, and the addition of azenosertib to the BEACON regimen enhanced anti-tumor activity in a cell-line-derived xenograft model. We initiated enrollment in this clinical trial in the first quarter of 2023, and expect to disclose the initial data from this trial in the second half of 2024.
- ***Combination - Phase 1/2 Clinical Trial of Azenosertib and Chemotherapy in Pancreatic Cancer.*** We have agreed to support the Dana Farber-sponsored Phase 1/2 clinical trial evaluating azenosertib and chemotherapy (gemcitabine) in pancreatic cancer patients.
- ***Combination – Phase 1/2 Clinical Trial of Azenosertib, Chemotherapy and Pembrolizumab, in Triple Negative Breast Cancer (TNBC)***. We have agreed to support the Dana Farber-sponsored Phase 1/2 clinical trial evaluating azenosertib, chemotherapy (carboplatin) and pembrolizumab, in patients with TNBC.

ZN-d5 (BCL-2 Inhibitor)

ZN-d5 is a potentially best-in-class, selective, oral small molecule inhibitor of BCL-2. BCL-2 is a protein that plays a critical role in the regulation of cell death, known as apoptosis. The overexpression of BCL-2 is frequently detected in numerous cancer types, which prevents apoptosis of cancer cells. Utilizing our medicinal chemistry expertise, we have designed ZN-d5 to have best-in-class potency, selectivity and PK properties. ZN-d5 is being evaluated in combination with azenosertib in a Phase 1/2 dose escalation clinical trial in patients with R/R AML (ZN-d5-004C). The Phase 1 portion of this trial will

escalate the doses of both drugs to identify the dose for the combination, which will be assessed in Phase 2 expansion cohort(s). This study is expected to enroll up to approximately 100 patients. This clinical trial is supported by preclinical models that showed that the combination of ZN-d5 with azenosertib yielded a significant enhancement of activity in several indications, including R/R AML, as compared to activity shown with either of these product candidates as a single agent. Preclinical models also showed that the combination of ZN-d5 with azenosertib was well tolerated in mice. We believe we are the only company to have both a WEE1 inhibitor and a BCL-2 inhibitor in clinical development. We expect to disclose the initial data from this trial in the second half of 2024.

Integrated Discovery Engine

We are also currently advancing our research on protein degraders and other undisclosed targets utilizing our Integrated Discovery Engine. Our Integrated Discovery Engine has enabled us to take each of our clinical-stage product candidates from initial discovery to Investigational New Drug application, or IND, submission in less than three years, with a total of four FDA-cleared INDs in a span of five years. We begin our process of drug discovery by identifying fundamental biological pathways of cancers based upon a number of factors, including validation of the pathway through prior clinical outcomes and ability to impact large patient populations. We then analyze existing marketed products and compounds in development that target these cancer pathways and assess their limitations, efficacy, safety, tolerability, PK, patient convenience and potential to be used in combination with other therapies. Next, we use our medicinal chemistry expertise and extensive understanding of structure based drug design and target-structure activity relationships to design product candidates with properties that we believe can address observed limitations and suboptimal drug characteristics of marketed products or other compounds in development, including potency, solubility, route of administration and PK properties.

We believe overcoming these limitations may also allow us to develop these product candidates for use in combination with other therapies, including with our internally-developed product candidates, if approved. Finally, we strive to generate preclinical data to support that such candidates could have a differentiated product profile in our expected lead indications before advancing a compound into clinical development.

Manufacturing

We currently do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely, and expect to continue to rely for the foreseeable future, on third-party contract manufacturing organizations, or CMOs, to produce our product candidates for preclinical and clinical testing, as well as for commercial manufacture if our product candidates receive marketing approval. We require that our CMOs produce active drug substance and finished drug product in accordance with current Good Manufacturing Practices, or cGMPs, and all other applicable laws and regulations. We maintain agreements with our CMOs that include confidentiality and intellectual property provisions to protect our proprietary rights related to our product candidates.

We have engaged CMOs to manufacture, package, label and distribute azenosertib and ZN-d5 for preclinical and clinical use. We obtain our clinical trial supplies from these CMOs on a purchase order basis and do not have long-term supply arrangements in place. Although we do not currently have contractual arrangements in place for redundant supply for each component of the supply chain for either of these product candidates, we currently mitigate potential supply risks for azenosertib and ZN-d5 through inventory management. More broadly, for each of our product candidates, we intend to identify and qualify additional manufacturers to provide the raw materials, active drug substance and drug product prior to seeking regulatory approval.

Competition

The biotechnology and pharmaceutical industries are characterized by rapid technological advancement, significant competition and an emphasis on intellectual property. While we believe that our product candidates, development capabilities, experience and scientific knowledge provide us with competitive advantages, we face potential competition from many different sources, including major and specialty pharmaceutical and biotechnology companies, academic research institutions, governmental agencies and public and private research institutions. Any product candidates that we successfully develop and commercialize will compete with current therapies and new therapies that may become available in the future.

Many of the companies against which we may compete have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical, biotechnology and diagnostic industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and

established companies. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize medicines that are safer, more effective, have fewer or less severe side effects, are more convenient, or are less expensive than any medicines we may develop. Our competitors also may obtain FDA or other regulatory approval for their product candidates more rapidly than we may obtain approval for ours, which could result in competitors establishing a strong market position before we are able to enter the market. We believe that the key competitive factors affecting the success of any of our product candidates, if approved, will include efficacy, combinability, safety profile, convenience, cost, level of promotional activity devoted to them and intellectual property protection.

Azenosertib

Aprea Therapeutics, Inc., or Aprea, has disclosed that it is clinically evaluating a selective WEE1 inhibitor, APR-1051 (formerly ATRN-W1051). APR-1051 was originally developed by Atrin Pharmaceuticals, Inc., which was acquired by Aprea in May 2022. Aprea has disclosed that it submitted an IND for APR-1051 in February 2024 and that, pending clearance of the IND by the FDA, it plans to initiate a Phase 1/2a dose escalation trial of APR-1051 as a monotherapy in patients with a defined genetic and/or molecular signatures in the first half of 2024. Debiopharm has disclosed that it is clinically evaluating a selective WEE1 inhibitor, Debio 0123, as both a monotherapy and in combination with carboplatin or lunresertib (RP-6306, a PKMYT1 inhibitor developed by Repare Therapeutics Inc.), for the treatment of advanced solid tumors. Impact Therapeutics has disclosed that it is investigating IMP7068, a WEE1 inhibitor, currently in a Phase 1 trial for advanced solid tumors. Shouyao Holdings has disclosed that it is investigating SY-4835, a WEE1 inhibitor, in a Phase 1 trial for patients with advanced solid tumors. Schrödinger, Inc., or Schrödinger, has disclosed that it is evaluating multiple selective WEE1 inhibitors, including SGR-3515, as potential monotherapy or combination therapy approaches for the treatment of gynecological cancers and other solid tumors. Schrödinger has disclosed that its WEE1 program is currently in preclinical development and that it plans to submit an IND for SGR-3515 in the first half of 2024 and initiate a Phase 1 study for the candidate in 2024. Acrivon Therapeutics, Inc. has disclosed that it is developing and evaluating a dual WEE1/PKMYT1 inhibitor as monotherapy for the treatment of solid tumors and is targeting to file an IND in the first quarter of 2024. WuXi AppTec has disclosed that SC0191, a WEE1 inhibitor, is currently in preclinical development and that it plans to investigate SC0191 as a monotherapy in advanced solid tumors. Several companies/institutions are also in preclinical development of WEE1 protein degraders, including Dana Farber, Degron Therapeutics, GluBio Therapeutics, Chia Tai-Tianqing Pharmaceutical Group, NeoX Biotech and Bristol Myers Squibb Co. None of these entities has publicly set a timeline for filing an IND in their respective WEE1 degrader programs.

ZN-d5

AbbVie Inc., or AbbVie, has developed and received regulatory approval for venetoclax (VENCLEXTA®), a BCL-2 inhibitor used to treat hematological malignancies. AbbVie is also clinically evaluating navitoclax (ABT-263), which inhibits not only BCL-2, but also BCL-xL and BCL-w, for treatment of myelofibrosis, as a monotherapy or in combination with other chemotherapeutic agent such as ruxolitinib, a JAK inhibitor. Ascentage Pharma is clinically evaluating a selective BCL-2 inhibitor, lisaftoclax (APG-2575) as both a monotherapy and in combination with other agents for the treatment of multiple hematologic malignancies and solid tumors. BeiGene, Ltd. is clinically evaluating sonrotoclax (BGB-11417), a selective BCL-2 inhibitor in hematologic malignancies as a monotherapy or in combination with other agents.

Intellectual Property

We strive to protect the proprietary technology, inventions and improvements that are commercially important to our business, including seeking, maintaining, and defending patent rights, whether developed internally or licensed from third parties. We also rely on know-how relating to our proprietary technology and product candidates and continuing innovation to develop, strengthen and maintain our proprietary position. In addition, we plan to rely on data exclusivity, market exclusivity and patent term extensions or adjustments when available. Our commercial success will depend in part on our ability to obtain and maintain patent and other proprietary protection for our technology, inventions and improvements; to defend and enforce our proprietary rights, including any patents that we may own in the future; and to operate without infringing the valid and enforceable patents and other proprietary rights of third parties. Intellectual property rights may not address all potential threats to our competitive advantage.

With respect to our product candidates and processes we intend to develop and commercialize in the normal course of business, we intend, or understand that our licensors and licensees intend, to pursue patent protection covering, when possible, composition of matter, methods of use, dosing and formulations. We, our licensors or licensees also may pursue patent

protection with respect to manufacturing and drug development processes and technologies. Obtaining and maintaining patent protection depends on compliance with various procedural, document submission, fee payment, and other requirements imposed by governmental patent agencies. We, our licensors or licensees may not be able to obtain patent protections for our composition of matter, methods of use, dosing and formulations, manufacturing and drug development processes and technologies throughout the world. Issued patents can provide protection for varying periods of time, depending upon the date of filing of the patent application, the date of patent issuance and the legal term of patents in the countries in which they are obtained. In general, patents issued for applications filed in the United States can provide exclusionary rights for 20 years from the earliest non-provisional or PCT filing date. In addition, in certain instances, the term of an issued U.S. patent that is directed to or claims an FDA-approved product can be extended to recapture a portion of the term effectively lost as a result of the FDA regulatory review period, which is called "patent term extension." The restoration period cannot be longer than five years and the total patent term, including the restoration period, must not exceed 14 years following FDA approval. The term of patents outside of the United States varies in accordance with the laws of the jurisdiction, but typically is also 20 years from the earliest non-provisional or PCT filing date plus any extensions of term that may be available under national law. However, the actual protection afforded by a patent varies on a product-by-product basis, from country-to-country, and depends upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country, and the validity and enforceability of the patent. Patent term may be inadequate to protect our competitive position on our products for an adequate amount of time.

The patent positions of companies like ours are generally uncertain and involve complex legal and factual questions. No consistent policy regarding the scope of claims allowable in patents in the field of biopharmaceuticals has emerged in the United States. The relevant patent laws and their interpretation outside of the United States are also uncertain. Changes in either the patent laws or their interpretation in the United States and other countries may diminish our ability to protect our technology or product candidates and could affect the value of such intellectual property. In particular, our ability to stop third parties from making, using, selling, offering to sell or importing products that infringe our intellectual property will depend in part on our success in obtaining and enforcing patent claims that cover our technology, inventions and improvements. We cannot guarantee that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications we may file in the future, nor can we be sure that any patents that may be granted to us in the future will be commercially useful in protecting our products, the methods of use or manufacture of those products. Moreover, even our issued patents do not guarantee us the right to practice our technology in relation to the commercialization of our products. Patent and other intellectual property rights in the pharmaceutical and biotechnology space are evolving and involve many risks and uncertainties. For example, third parties may have blocking patents that could be used to prevent us from commercializing our product candidates and practicing our proprietary technology, and our issued patents may be challenged, invalidated, deemed unenforceable or circumvented, which could limit our ability to stop competitors from marketing-related products or could limit the term of patent protection that otherwise may exist for our product candidates. In addition, the scope of the rights granted under any issued patents may not provide us with protection or competitive advantages against competitors with similar technology. Furthermore, our competitors may independently develop similar technologies that are outside the scope of the rights granted under any issued patents. For these reasons, we may face competition with respect to our product candidates. Moreover, because of the extensive time required for development, testing and regulatory review of a potential product, it is possible that, before any particular product candidate can be commercialized, any patent directed to such product may expire or remain in force for only a short period following commercialization, thereby reducing the commercial advantage the patent provides.

In-licensed Patents and Patent Applications

Our wholly owned subsidiary, Zeno Management, Inc., or ZMI, has exclusively in-licensed or is the owner/assignee of issued patents and patent applications directed to our technology across our pipeline in the United States and many other major jurisdictions worldwide, including Europe, Japan and China. Certain issued patents and patent applications directed to azenosertib and ZN-d5 have been exclusively in-licensed from Recurium IP Holdings, LLC, or Recurium IP. For additional information on our license agreement with Recurium IP, see Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—License Agreements and Strategic Collaborations" in this Annual Report.

The expected expiration dates for issued patents, or patents that may issue from any patent applications, directed to our WEE1 inhibitor program, including azenosertib, are between 2038 and 2044 plus any extensions or adjustments of term available under national law. The expected expiration dates for the patents, or patents that may issue from any patent applications, directed to our BCL-2 inhibitor program, including ZN-d5, are between 2039 and 2044 plus any extensions or adjustments of term available under national law. However, there can be no assurance that any of the pending patent applications will issue. Furthermore, there can be no assurance that we will benefit from any patent term extension or favorable adjustments to the term of any of the issued patents or patents that may issue from any pending patent applications in the future.

The applicable authorities, including the FDA in the United States and the U.S. Patent and Trademark Office, or USPTO, may not agree with our assessment of whether such patent term extensions or adjustments should be granted, and, if granted, they may grant more limited extensions or adjustments than we request.

Trademarks

Our trademark portfolio includes the ZENTALIS mark and the stylized "Z" mark, both of which are registered in the United States as well as in major foreign markets, including the EU, the United Kingdom, Japan and China.

Furthermore, we rely upon know-how, continuing technological innovation and potential in-licensing opportunities to develop and maintain our competitive position. We seek to protect our proprietary information, in part, using confidentiality and invention assignment agreements with our commercial partners, collaborators, employees, and consultants. These agreements are designed to protect our proprietary information and, in the case of the invention assignment agreements, to grant us ownership of technologies that are developed through a relationship with an employee or a third party. These agreements may be breached, and we may not have adequate remedies for any such breach. To the extent that our commercial partners, collaborators, employees and consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

License Agreements and Strategic Collaborations

Recurium IP Holdings, LLC License Agreement

In December 2014, our wholly owned subsidiary, Zeno Pharmaceuticals, Inc., entered into a license agreement, or the Recurium Agreement, with Recurium IP, which was subsequently amended, under which Zeno Pharmaceuticals, Inc. was granted an exclusive worldwide license to certain intellectual property rights owned or controlled by Recurium IP to develop and commercialize pharmaceutical products for the treatment or prevention of disease, other than for providing pain relief. Following certain corporate restructuring disclosed elsewhere in this Annual Report on 10-K, our wholly owned subsidiary, ZMI, became the Zentalis contracting party to the Recurium Agreement. The intellectual property rights exclusively licensed by ZMI under the Recurium Agreement include certain intellectual property covering azenosertib and ZN-d5. See Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—License Agreements and Strategic Collaborations" in this Annual Report for additional information.

Pfizer Development Agreement

In April 2022, we entered into a development agreement with Pfizer to collaborate to advance the clinical development of azenosertib. We did not grant Pfizer any economic ownership or control of azenosertib or the rest of our pipeline. In October 2022, we announced our first clinical development collaboration with Pfizer to initiate a Phase 1/2 dose escalation study of azenosertib, in combination with encorafenib and cetuximab (an FDA-approved standard of care known as the BEACON regimen) in patients with BRAF V600E mutant mCRC.

GSK Clinical Trial Collaboration and Supply Agreement

In April 2021, we entered into a clinical trial collaboration and supply agreement with GSK under which we are evaluating the combination of azenosertib and niraparib, GSK's poly (ADP-ribose) polymerase (PARP) inhibitor, in patients with PROC. See Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—License Agreements and Strategic Collaborations" for additional information.

Immunome License Agreement

On January 5, 2024, we entered into an exclusive, worldwide license agreement with Immunome, under which Immunome licensed from us ZPC-21 (now known as IM-1021), a preclinical ROR1 ADC, with best-in-class potential, and our proprietary ADC platform technology. See Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations—License Agreements and Strategic Collaborations" for additional information.

Government Regulation and Product Approval

Government authorities in the United States, at the federal, state and local level, and other countries extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, marketing and export and import of products such as those we are developing. A new drug must be approved by the FDA through the NDA or Biologics License Application, or BLA, process before it may be legally marketed in the United States.

U.S. Drug Development Process

In the United States, the FDA regulates drugs under the federal Food, Drug, and Cosmetic Act, or the FDCA, and its implementing regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

The process required by the FDA before a drug may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests, animal studies and formulation studies in accordance with FDA's Good Laboratory Practice, or GLP, requirements and other applicable regulations;
- submission to the FDA of an IND, which must become effective before human clinical trials may begin;
- approval by an independent institutional review board, or IRB, or ethics committee at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with Good Clinical Practice, or GCP, requirements to establish the safety and efficacy of the proposed drug for its intended use;
- submission to the FDA of an NDA/BLA after completion of all pivotal trials;
- satisfactory completion of an FDA advisory committee review, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the drug is produced to assess compliance with cGMP requirements to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity, and potential inspection of selected clinical investigation sites and the sponsor to assess compliance with GCPs; and
- FDA review and approval of the NDA/BLA to permit commercial marketing of the product for particular indications for use in the United States.

Prior to beginning the first clinical trial with a product candidate in the United States, a sponsor must submit an IND to the FDA. An IND is a request for authorization from the FDA to administer an investigational new drug product to humans. The IND includes results of animal and *in vitro* studies assessing the toxicology, PK, pharmacology, and pharmacodynamic characteristics of the product; chemistry, manufacturing, and controls information; and any available human data or literature to support the use of the investigational product. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises safety concerns or questions about the proposed clinical trial. In such a case, the IND may be placed on clinical hold and the IND sponsor and the FDA must resolve any outstanding concerns or questions before the clinical trial can begin. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial.

Clinical trials involve the administration of the investigational product to human subjects under the supervision of qualified investigators in accordance with GCPs, which include the requirement that all research subjects provide their informed consent for their participation in any clinical study. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. A separate submission to the existing IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. While the IND is active, progress reports summarizing the results of the clinical trials and nonclinical studies performed since the last progress report, among other information, must be submitted at least annually to the FDA, and written IND safety reports must be submitted to the FDA and investigators for serious and unexpected suspected AEs, findings from other studies suggesting a significant risk to humans exposed to the same or similar drugs, findings from animal or *in vitro* testing suggesting a significant risk to humans, and any clinically important increased incidence of a serious suspected adverse reaction compared to that listed in the protocol or investigator brochure.

Furthermore, an independent IRB for each site proposing to conduct the clinical trial must review and approve the plan for any clinical trial and its informed consent form before the clinical trial begins at that site and must monitor the study until completed. Regulatory authorities, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study and may halt the clinical trial if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- Phase 1: The product candidate is initially introduced into healthy human subjects or patients with the target disease or condition. These studies are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness. In the case of some products for severe or life-threatening diseases, such as cancer, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.
- Phase 2: The product candidate is administered to a limited patient population with a specified disease or condition to evaluate the preliminary efficacy, optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks. Multiple Phase 2 clinical trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- Phase 3: The product candidate is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval.

Post-approval trials, sometimes referred to as Phase 4 studies, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication. In certain instances, the FDA may mandate the performance of post-marketing requirements, including Phase 4 studies, as a condition of approval of an NDA/BLA.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the drug and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the manufacturer must develop methods for testing the identity, strength, quality and purity of the final drug. In addition, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

During the development of a new drug, sponsors are given opportunities to meet with the FDA at certain points. These points may be prior to submission of an IND, at the end of Phase 1, at the end of Phase 2, and before an NDA/BLA is submitted. Meetings at other times may be requested. These meetings can provide an opportunity for the sponsor to share information about the data gathered to date, for the FDA to provide advice, and for the sponsor and the FDA to reach agreement on the next phase of development. Sponsors typically use the meetings at the end of the Phase 2 trial to discuss Phase 2 clinical results and present plans for the pivotal Phase 3 clinical trials that they believe will support approval of the new drug. Alternatively, sponsors planning for a Phase 2 registration study will utilize the meetings at the end of the Phase 1 trial to discuss Phase 1 clinical results and present plans for the Phase 2 registration study that they believe will support approval of the new drug.

U.S. Review and Approval Process

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, preclinical and other non-clinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, proposed labeling and other relevant information are submitted to the FDA as part of an NDA/BLA requesting approval to market the product. The submission of an

NDA/BLA is subject to the payment of substantial user fees; a waiver of such fees may be obtained under certain limited circumstances. Additionally, no user fees are assessed on NDAs/BLAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

The FDA conducts a preliminary review of all NDAs/BLAs within the first 60 days after submission, before accepting the application for filing, to determine whether it is sufficiently complete to permit a substantive review because incompleteness can lead to refusal to file. The FDA may request additional information rather than accept an NDA/BLA for filing. In this event, the NDA/BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once filed, the FDA reviews an NDA/BLA to determine, among other things, whether a product is safe and effective for its intended use and whether its manufacturing is cGMP-compliant to assure and preserve the product's identity, strength, quality and purity. Under the Prescription Drug User Fee Act, or PDUFA, guidelines that are currently in effect, the FDA has a goal of ten months from the date of "filing" of a standard NDA/BLA for a new molecular entity to review and act on the submission. This review typically takes twelve months from the date the NDA is submitted to FDA because the FDA has approximately two months to make a "filing" decision after it the application is submitted.

The FDA may refer an application for a novel drug to an advisory committee if they feel there is an issue regarding the benefit/risk of the drug. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, that reviews, evaluates and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA/BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA/BLA, the FDA will typically inspect the sponsor and one or more clinical sites to assure compliance with GCPs.

After the FDA evaluates an NDA/BLA, it will issue an approval letter or a Complete Response Letter. An approval letter authorizes commercial marketing of the drug with prescribing information for specific indications and outlines post-marketing requirements with milestone dates. A Complete Response Letter indicates that the review cycle of the application is complete, and the application will not be approved in its present form. A Complete Response Letter usually describes the specific deficiencies in the NDA/BLA identified by the FDA and may require additional clinical data, such as an additional clinical trial or other significant and time-consuming requirements related to clinical trials, nonclinical studies or manufacturing. If a Complete Response Letter is issued, the sponsor must resubmit the NDA/BLA or, addressing all of the deficiencies identified in the letter, or withdraw the application. Even if such data and information are submitted, the FDA may decide that the NDA/BLA does not satisfy the criteria for approval.

If regulatory approval of a product is granted, such approval will be granted for a particular indication(s) and may entail limitations on the indicated uses for which such product may be marketed. For example, the FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. The FDA may also approve the NDA/BLA with a Risk Evaluation and Mitigation Strategy, or REMS, to ensure the benefits of the product outweigh its risks. A REMS is a safety strategy to manage a known or potential serious risk associated with a medicine and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans, or elements to assure safe use, such as restricted distribution methods, patient registries, and other risk minimization tools. Once a drug is approved, the FDA may withdraw the product approval if compliance with pre- and post-marketing requirements is not maintained or if problems occur after the product reaches the marketplace. The FDA may also mandate post-marketing requirements, including one or more Phase 4 post-market studies and surveillance, to further assess and monitor the product's safety and effectiveness after commercialization, and may limit further marketing of the product based on the results of these post-marketing studies.

In addition, the Pediatric Research Equity Act, or PREA, requires a sponsor to conduct pediatric clinical trials for most drugs, for a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration. Under PREA, original NDAs/BLAs and supplements must contain a pediatric assessment unless the sponsor has received a deferral or waiver. The required assessment must evaluate the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations and support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The sponsor or FDA may request a deferral of pediatric clinical trials for some or all of the pediatric subpopulations. A deferral may be granted for several reasons, including a finding that the drug is ready for approval for use in adults before pediatric clinical trials are complete or that additional safety or effectiveness data needs to be collected before the

pediatric clinical trials begin. The FDA must send a non-compliance letter to any sponsor that fails to submit the required assessment, keep a deferral current or fails to submit a request for approval of a pediatric formulation.

Expedited Development and Review Programs

The FDA offers a number of expedited development and review programs for qualifying product candidates.

Fast Track Designation

The FDA has a fast track designation program that is intended to expedite or facilitate the process for reviewing new drug products that meet certain criteria. Specifically, product candidates are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product candidate and the specific indication for which it is being studied. The sponsor of a fast track product candidate has opportunities for more frequent interactions with the applicable FDA review team during product development. With regard to a fast track product, the FDA may consider for review sections of the NDA/BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the NDA/BLA, the FDA agrees to accept sections of the NDA/BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the NDA/BLA.

Breakthrough Therapy Designation

A product candidate intended to treat a serious or life-threatening disease or condition may also be eligible for breakthrough therapy designation to expedite its development and review. A product candidate can receive breakthrough therapy designation if preliminary clinical evidence indicates that the product candidate, alone or in combination with one or more other drugs or biologics, may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation includes all of the fast track program features, as well as more intensive FDA interaction and guidance beginning as early as Phase 1 and an organizational commitment to expedite the development and review of the product candidate, including involvement of senior managers at FDA.

Any product candidate submitted to the FDA for approval, including a product candidate with a fast track designation or breakthrough therapy designation, may also be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval.

Priority Review

An NDA/BLA is eligible for priority review if the product candidate has the potential to provide a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new drug designated for priority review in an effort to facilitate the review. The FDA endeavors to review applications with priority review designations within six months of the FDA's acceptance for filing date as compared to ten months for review of new molecular entity NDAs or original BLAs under its current PDUFA review goals.

Accelerated Approval

In addition, a product candidate may be eligible for accelerated approval. Drug products intended to treat serious or life-threatening diseases or conditions may be eligible for accelerated approval upon a determination that the product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. As a condition of approval, the FDA generally requires that a sponsor of a drug receiving accelerated approval perform adequate and well-controlled confirmatory clinical trials to verify and describe the anticipated effect on irreversible morbidity or mortality or other clinical benefit, and may require that such confirmatory clinical trials be underway prior to granting accelerated approval. Products receiving accelerated approval may be subject to expedited withdrawal procedures if the sponsor fails to conduct the required confirmatory studies in a timely manner, or if such studies fail to verify the predicted clinical benefit. In addition, the FDA currently requires pre-approval of promotional materials as a condition for accelerated approval, which could adversely impact the timing of the commercial launch of the product.

Fast track designation, breakthrough therapy designation, priority review, and accelerated approval do not change the standards for approval, but may expedite the development or approval process. Even if a product candidate qualifies for one or more of these programs, the FDA may later decide that the product candidate no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

Orphan Drug Designation

Under the U.S. Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic product intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making the product available in the United States for this type of disease or condition will be recovered from sales of the product in the United States. An applicant must request orphan drug designation before submitting an NDA/BLA. After the FDA grants orphan product designation, the identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

Orphan drug designation entitles a party to financial incentives such as opportunities for limited grant funding towards clinical trial costs, research tax advantages, and user fee waivers. If a product that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan drug exclusivity. This means the FDA may not approve any other applications, including full NDAs/BLAs, to market the same drug, as defined by the FDA, for the same disease or condition for seven years from the date of such approval, except in limited circumstances, such as a showing of clinical superiority to the product with orphan exclusivity. Competitors, however, may receive approval of either a different product for the same disease or condition or the same product for a different disease or condition. Orphan exclusivity also could block the approval of a product for seven years if a competitor obtains approval of the same drug or if such drug is determined to be contained within the competitor's product for the same disease or condition. If a drug designated as an orphan product receives marketing approval for a disease or condition broader than what is designated, it may not be entitled to orphan exclusivity. In addition, exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Rare Pediatric Disease Priority Review Voucher Program

In 2012, Congress authorized the FDA to award priority review vouchers to sponsors of certain rare pediatric disease product applications. This program is designed to encourage development of new drug and biological products for prevention and treatment of certain rare pediatric diseases. Specifically, under this program, a sponsor who receives an approval for a drug or biologic for a "rare pediatric disease" may qualify for a voucher that can be redeemed to receive a priority review of a subsequent marketing application for a different product. The sponsor of a rare pediatric disease drug product receiving a priority review voucher may transfer, including by sale, the voucher to another sponsor. The voucher may be further transferred any number of times before the voucher is used, as long as the sponsor making the transfer has not yet submitted the application. The FDA may also revoke any priority review voucher if the rare pediatric disease drug for which the voucher was awarded is not marketed in the U.S. within one year following the date of approval.

For purposes of this program, a "rare pediatric disease" is a (a) serious or life-threatening disease in which the serious or life-threatening manifestations primarily affect individuals aged from birth to 18 years, including age groups often called neonates, infants, children, and adolescents; and (b) rare diseases or conditions within the meaning of the Orphan Drug Act. Congress has only authorized the Rare Pediatric Disease Priority Review Voucher program until September 30, 2024. Consequently, sponsors of marketing applications approved after that date will not receive the voucher unless Congress reauthorizes the Rare Pediatric Disease Priority Review Voucher program before that time. However, even if the program is not reauthorized, if a drug candidate receives Rare Pediatric Disease Designation before October 1, 2024, the sponsor of the marketing application for such drug will be eligible to receive a voucher if the application for the designated drug is approved by the FDA before October 1, 2026.

Post-approval Requirements

Any products manufactured or distributed pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences, periodic reporting, product sampling and distribution, and advertising and promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing, annual program fees for any marketed products. Drug manufacturers and

their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

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

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters, or untitled letters;
- clinical holds on clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products;
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs;
- mandated modification of promotional materials and labeling and the issuance of corrective information;
- the issuance of safety alerts, Dear Healthcare Provider letters, press releases and other communications containing warnings or other safety information about the product; or
- injunctions or the imposition of civil or criminal penalties.

The FDA closely regulates the marketing, labeling, advertising and promotion of drug products. A company can make only those claims relating to safety and efficacy, purity and potency that are approved by the FDA and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe, in their independent professional medical judgment, legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products. The federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined companies from engaging in off-label promotion. The FDA and other regulatory agencies have also required that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. However, companies may share truthful and not misleading information that is otherwise consistent with a product's FDA-approved labelling.

Marketing Exclusivity

Market exclusivity provisions authorized under the FDCA can delay the submission or the approval of certain marketing applications. The FDCA provides a five-year period of non-patent marketing exclusivity within the United States to the applicant to obtain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not approve or even accept for review an abbreviated new drug application, or ANDA, or an NDA submitted under Section 505(b)(2), or 505(b)(2) NDA, submitted by another company for another drug based on the same active moiety, regardless of whether the drug is intended for the same indication as the original innovative drug or for another indication, where the applicant does not own or have a legal right of reference to all the data required for approval. However, an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement to one of the patents listed with the FDA by the innovator NDA holder.

The FDCA alternatively provides three years of marketing exclusivity for an NDA, or supplement to an existing NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the modification for which the drug received approval on the basis of the new clinical investigations and does not prohibit the FDA from approving ANDAs or 505(b)(2) NDAs for drugs containing the active agent for the original indication or condition of use. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA. However, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to any preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Pediatric exclusivity is another type of marketing exclusivity available in the United States. Pediatric exclusivity provides for an additional six months of marketing exclusivity attached to another period of exclusivity if a sponsor conducts clinical trials in children in response to a written request from the FDA. The issuance of a written request does not require the sponsor to undertake the described clinical trials. In addition, orphan drug exclusivity, as described above, may offer a seven-year period of marketing exclusivity, except in certain circumstances.

The Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively the ACA, which was signed into law in March 2010, included a subtitle called the Biologics Price Competition and Innovation Act of 2009, or BPCIA. The BPCIA established a regulatory scheme authorizing the FDA to approve biosimilars and interchangeable biosimilars. Under the BPCIA, a manufacturer may submit an application for licensure of a biological product that is "biosimilar to" or "interchangeable with" a previously approved biological product or "reference product." In order for the FDA to approve a biosimilar product, it must find that there are no clinically meaningful differences between the reference product and proposed biosimilar product in terms of safety, purity, and potency. For the FDA to approve a biosimilar product as interchangeable with a reference product, the agency must find that the biosimilar product can be expected to produce the same clinical results as the reference product, and (for products administered multiple times) that the biologic and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date of approval of the reference product. The FDA may not approve a biosimilar product until 12 years from the date on which the reference product was first licensed. This 12-year exclusivity period is referred to as the reference product exclusivity period and bars approval of a biosimilar but notably does not prevent approval of a competing product pursuant to a full BLA (i.e., containing the sponsor's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity, and potency of the product). The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. The law also includes an extensive process for the innovator biologic and biosimilar manufacturer to litigate patent infringement, validity, and enforceability prior to the approval of the biosimilar.

Foreign Government Regulation

In addition to regulations in the United States, we are subject to a variety of regulations in other jurisdictions governing, among other things, clinical trials, marketing authorization, post-marketing requirements and any commercial sales and distribution of our product candidates.

Whether or not we obtain FDA approval for a product candidate, we must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical trials or prior to marketing of the product candidates in those countries. Approval by one regulatory authority does not ensure approval by regulatory authorities in other jurisdictions. The approval process varies from country to country, can involve additional testing beyond that required by FDA, and may be longer or shorter than that required for FDA approval. The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. Failure to comply with applicable foreign regulatory requirements, may be subject to, among other things, fines or operating restrictions.

Other Healthcare Laws

Pharmaceutical and medical device manufacturers are subject to additional healthcare regulation and enforcement by the federal government and by authorities in the states and foreign jurisdictions in which they conduct their business. Such laws include, without limitation, U.S. federal anti-kickback, fraud and abuse, false claims, consumer fraud, pricing reporting, and transparency laws and regulations as well as similar state and foreign laws in the jurisdictions outside the U.S. Violation of any of such laws or any other governmental regulations that apply may result in penalties, including, without limitation, significant administrative, civil and criminal penalties, damages, fines, additional reporting obligations and oversight if we become subject

to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws, the curtailment or restructuring of operations, exclusion from participation in governmental healthcare programs and imprisonment.

Coverage and Reimbursement

Sales of any pharmaceutical product depend, in part, on the extent to which such product will be covered by third-party payors, such as federal, state and foreign government healthcare programs, commercial insurance and managed healthcare organizations, and the level of reimbursement for such product by third-party payors. Significant uncertainty exists as to the coverage and reimbursement status of any newly approved product. Decisions regarding the extent of coverage and amount of reimbursement to be provided are made on a plan-by-plan basis. One third-party payor's decision to cover a particular product does not ensure that other payors will also provide coverage for the product. As a result, the coverage determination process can require manufactures to provide scientific and clinical support for the use of a product to each payor separately and can be a time-consuming process, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. For products administered under the supervision of a physician, obtaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization. In addition, companion diagnostic tests require coverage and reimbursement separate and apart from the coverage and reimbursement for their companion pharmaceutical or biological products. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical or biological products, will apply to companion diagnostics.

Third-party payors are increasingly reducing reimbursements for pharmaceutical products and services. The U.S. government and state legislatures have continued implementing cost-containment programs, including price controls, restrictions on coverage and reimbursement and requirements for substitution of generic products. Third-party payors are more and more challenging the prices charged, examining the medical necessity and reviewing the cost effectiveness of pharmaceutical products, in addition to questioning their safety and efficacy. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit sales of any product. Decreases in third-party reimbursement for any product or a decision by a third-party payor not to cover a product could reduce physician usage and patient demand for the product.

In international markets, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies. For example, the EU provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. Pharmaceutical products may face competition from lower-priced products in foreign countries that have placed price controls on pharmaceutical products and may also compete with imported foreign products. Furthermore, there is no assurance that a product will be considered medically reasonable and necessary for a specific indication, will be considered cost-effective by third-party payors, that an adequate level of reimbursement will be established even if coverage is available or that the third-party payors' reimbursement policies will not adversely affect the ability for manufacturers to sell products profitably.

Healthcare Reform

In the United States and certain foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system. In March 2010, the ACA was signed into law, which substantially changed the way healthcare is financed by both governmental and private insurers in the United States. By way of example, the ACA increased the minimum level of Medicaid rebates payable by manufacturers of brand name drugs from 15.1% to 23.1%; expanded manufacturer Medicaid rebate liability to include drugs paid by Medicaid managed care organizations; imposed a non-deductible annual fee on pharmaceutical manufacturers or importers who sell certain "branded prescription drugs" to specified federal government programs; implemented a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted, or injected; expanded eligibility criteria for Medicaid programs; created a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and established a Center for Medicare and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Since its enactment, there have been judicial, executive and Congressional challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Thus, the ACA will remain in effect in its current form.

Other legislative changes have been proposed and adopted since the ACA was enacted, including aggregate reductions of Medicare payments to providers, which will remain in effect through 2032, absent additional congressional action. In addition, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminated the statutory Medicaid drug rebate cap, beginning January 1, 2024. The rebate was previously capped at 100% of a drug's average manufacturer price.

Moreover, there has recently been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted legislation designed, among other things, to bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for pharmaceutical products. Most significantly, on August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was signed into law. This statute marks the most significant action by Congress with respect to the pharmaceutical industry since adoption of the ACA in 2010. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (which first became due by certain manufacturers in 2023, as applicable); and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). The IRA permits the Secretary of the Department of Health and Human Services, or HHS, to implement many of these provisions through guidance, as opposed to regulation, for the initial years. On August 29, 2023, HHS announced the list of the first ten drugs that will be subject to price negotiations. HHS has issued and will continue to issue guidance implementing the IRA, although the Medicare drug price negotiation program is currently subject to legal challenges. While the impact of the IRA on the pharmaceutical industry cannot yet be fully determined, it is likely to be significant.

FDA Approval and Regulation of Companion Diagnostics

If safe and effective use of a therapeutic depends on an *in vitro* diagnostic, then the FDA generally will require approval or clearance of that diagnostic, known as a companion diagnostic, at the same time that the FDA approves the therapeutic product. In August 2014, the FDA issued final guidance clarifying the requirements that will apply to approval of therapeutic products and *in vitro* companion diagnostics. According to the guidance, if FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, FDA generally will not approve the therapeutic product or new therapeutic product indication if the companion diagnostic device is not approved or cleared for that indication. Approval or clearance of the companion diagnostic device will ensure that the device has been adequately evaluated and has adequate performance characteristics in the intended population. The review of *in vitro* companion diagnostics in conjunction with the review of our therapeutic treatments for cancer will, therefore, likely involve coordination of review by the FDA's Center for Drug Evaluation and Research and the FDA's Center for Devices and Radiological Health Office of In Vitro Diagnostics and Radiological Health.

Under the FDCA, *in vitro* diagnostics, including companion diagnostics, are regulated as medical devices. In the United States, the FDCA and its implementing regulations, and other federal and state statutes and regulations govern, among other things, medical device design and development, preclinical and clinical testing, premarket clearance or approval, registration and listing, manufacturing, labeling, storage, advertising and promotion, sales and distribution, export and import, and post-market surveillance.

Unless an exemption applies, each medical device commercially distributed in the United States generally requires either FDA clearance of a 510(k) premarket notification, or approval of a premarket approval, or a PMA application. Under the FDCA, medical devices are classified into one of three classes—Class I, Class II or Class III—depending on the degree of risk associated with each medical device and the extent of manufacturer and regulatory control needed to ensure its safety and effectiveness. While most Class I devices—devices that generally pose a low risk to users—are exempt from the 510(k) premarket notification requirement, manufacturers of most Class II devices are required to submit to the FDA a premarket notification under Section 510(k) of the FDCA requesting permission to commercially distribute the device. The FDA's permission to commercially distribute a device subject to a 510(k) premarket notification is generally known as 510(k) clearance. Devices deemed by the FDA to pose the greatest risks, or devices that have a new intended use, or use advanced technology that is not substantially equivalent to that of a legally marketed device, are automatically placed in Class III, requiring approval of a PMA unless down-classified in accordance with the "*de novo*" process, which is a route to market for novel medical devices that are low to moderate risk and are not substantially equivalent to a predicate device.

To obtain 510(k) clearance, a manufacturer must submit to the FDA a premarket notification demonstrating that the proposed device is "substantially equivalent" to a predicate device already on the market. A predicate device is a legally marketed device that is not subject to premarket approval, i.e., a device that was legally marketed prior to May 28, 1976 (pre-amendments device) and for which a PMA is not required, a device that has been reclassified from Class III to Class II or I, or a device that was found substantially equivalent through the 510(k) process. If the FDA agrees that the device is substantially equivalent to a predicate device currently on the market, it will grant 510(k) clearance to commercially market the device. If the FDA determines that the device is "not substantially equivalent" to a previously cleared device, the device is automatically designated as a Class III device. The device sponsor must then fulfill more rigorous PMA requirements or request down-classification of the device through the "*de novo*" process.

The PMA process is more demanding than the 510(k) premarket notification process, and can take several years or longer. It involves a rigorous premarket review during which the applicant must prepare and provide the FDA with reasonable assurance of the device's safety and effectiveness and information about the device and its components regarding, among other things, device design, manufacturing and labeling. PMA applications are subject to an application fee. In addition, PMAs for certain devices must generally include the results from extensive preclinical and adequate and well-controlled clinical trials to establish the safety and effectiveness of the device for each indication for which FDA approval is sought. In particular, for a diagnostic, a PMA application typically requires data regarding analytical and clinical validation studies. As part of the PMA review, the FDA will typically inspect the manufacturer's facilities for compliance with the Quality System Regulation, or QSR, which imposes elaborate testing, control, documentation and other quality assurance requirements.

PMA approval is not guaranteed, and the FDA may ultimately respond to a PMA submission with a not approvable determination based on deficiencies in the application and require additional clinical trial or other data that may be expensive and time-consuming to generate and that can substantially delay approval. If the FDA's evaluation of the PMA application is favorable, the FDA typically issues an approvable letter requiring the applicant's agreement to specific conditions, such as changes in labeling, or specific additional information, such as submission of final labeling, in order to secure final approval of the PMA. If the FDA's evaluation of the PMA or manufacturing facilities is not favorable, the FDA will deny approval of the PMA or issue a not approvable letter. A not approvable letter will outline the deficiencies in the application and, where practical, will identify what is necessary to make the PMA approvable. The FDA may also determine that additional clinical trials are necessary, in which case the PMA approval may be delayed for several months or years while the trials are conducted and then the data submitted in an amendment to the PMA. If the FDA concludes that the applicable criteria have been met, the FDA will issue a PMA for the approved indications, which can be more limited than those originally sought by the applicant. The PMA can include post-approval conditions that the FDA believes necessary to ensure the safety and effectiveness of the device, including, among other things, restrictions on labeling, promotion, sale and distribution. Once granted, PMA approval may be withdrawn by the FDA if compliance with post approval requirements, conditions of approval or other regulatory standards are not maintained or problems are identified following initial marketing.

After a device is placed on the market, it remains subject to significant regulatory requirements. Medical devices may be marketed only for the uses and indications for which they are cleared or approved. Device manufacturers must also establish registration and device listings with the FDA. A medical device manufacturer's manufacturing processes and those of its suppliers are required to comply with the applicable portions of the QSR, which cover the methods and documentation of the design, testing, production, processes, controls, quality assurance, labeling, packaging and shipping of medical devices. Domestic facility records and manufacturing processes are subject to periodic unscheduled inspections by the FDA. The FDA also may inspect foreign facilities that export products to the United States.

Data Privacy and Security Laws

Numerous state, federal and foreign laws, regulations and standards govern the collection, use, access to, confidentiality and security of health-related and other personal information, and could apply now or in the future to our operations or the operations of our partners. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws and consumer protection laws and regulations govern the collection, use, disclosure, and protection of health-related and other personal information. In addition, certain foreign laws govern the privacy and security of personal data, including health-related data. Privacy and security laws, regulations, and other obligations are constantly evolving, may conflict with each other to complicate compliance efforts, and can result in investigations, proceedings, or actions that lead to significant civil and/or criminal penalties and restrictions on data processing

Environmental, Social and Governance (ESG)

Social

Zentalis aims to drive positive social impact, including by improving the lives of cancer patients through our therapeutics and our focus on Diversity, Equity and Inclusion, or DE&I. Below are a few initiatives that demonstrate our focus on social impact:

- **Safety**. We prioritize the safety and well-being of our patients and our employees. Our employees receive annual trainings on general safety, on-site lab safety procedures, quality assurance and standard operating procedures to help ensure that we are managing risks and operating safely. We continue to evaluate our practices to address our employees' health and well-being.

- **DE&I**. We are committed to being an equal opportunity employer and enhancing DE&I across our business. We are proud of the gender diversity we have cultivated throughout the company and our management team. Based on data collected when hired, over 50% of our employees self-identified as women, over 50% of our Vice Presidents and above self-identified as women, and over 50% of our Executive Leadership Team self-identified as women. Based on recently collected data, of the six members of our Board of Directors, three self-identified as women or from a diverse racial or ethnic group. We intend to continue to develop our DE&I practices and improve performance across our workforce. Our Code of Business Conduct and Ethics prohibits discrimination of any protected group and our employees participate in regular anti-harassment training.

- **Compensation and Benefits**. We are dedicated to building a talented team and strive to offer competitive compensation, including salaries, bonuses and equity awards, and benefits to attract and retain top talent in order to support our business objectives, assist in the achievement of our strategic goals and create value for our stockholders. We formally review employee performance annually and provide merit increases, bonus payments and annual equity awards, subject to achievement of certain goals. In addition to offering benefits such as medical, dental, vision, 401(k) with company matching, flexible spending for healthcare and dependent care, life insurance and both short and long-term disability, we offer work / life balance benefits and employee development opportunities. These include flexible time off, voluntary life-illness-accident insurance, wellness challenges and healthy food options onsite. We also have a variety of company-wide events designed to support camaraderie and encourage teamwork and collaboration. In 2021, we completed the first offering period under the Zentalis Pharmaceuticals, Inc. 2020 Employee Stock Purchase Plan for all full-time employees who elected to participate – a benefit we are proud to offer and that we believe helps to foster our corporate culture and encourage collaboration towards our shared business success.

Human Capital Management

As of December 31, 2023, Zentalis had 168 full-time employees, all of whom are based in the United States. We believe our workforce is highly skilled, with 36% of our employees holding an M.D., Ph.D., or Pharm.D. degree. Of these full-time employees, 124 employees are engaged in research and development activities. None of these employees is represented by labor unions or covered by any collective bargaining agreements.

Zentalis relies on skilled, innovative, and passionate employees to conduct our research, development and business activities. The biopharmaceutical industry is very competitive and recruiting and retaining employees is critical to the continued success of our business. As detailed above, to attract, maintain and motivate our team of ambitious professionals, it is our goal to offer competitive compensation and benefits, a collaborative work environment, ongoing skills development initiatives, attractive career advancement opportunities, and a culture that values DE&I. At Zentalis, we strive for everyone’s voice to be heard, for the work to be meaningful, and for employees to think outside of the box.

Environmental

Zentalis aims to minimize the environmental impacts of our business, with the goal of being “green chemists,” by applying our science in the labs carefully to efficiently use and conserve precious resources. We encourage all employees to reduce waste and emissions through recycling and other energy conservation measures. Here are a few of the initiatives that demonstrate our focus on environmental impact:

- We prioritize disposing of all hazardous materials and waste in a responsible manner; following strict protocols for the storage, treatment and disposal of hazardous, flammable, chemical or biological waste.
- Our employees are required to promptly report any known or suspected violations of environmental laws or any events that may result in a discharge or emission of hazardous materials.
- We have recycling protocols in all facilities for both regular recyclables and lab waste.

In addition, we are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and waste.

Governance

Zentalis prioritizes governance systems and policies that promote fair, transparent and efficient business practices. Here are a few initiatives that demonstrate our focus on good governance:

- Our Board of Directors and Executive Leadership Team oversee all ESG issues.
- We have employee trainings, procedures and policies in place to train our employees on data privacy and cybersecurity. Trainings take place at regular intervals and cover threats and phishing risk. We also have a defined information security incident response plan that is designed to assist Zentalis in detecting and managing cybersecurity incidents. See Part I, Item 1C. "Cybersecurity" for additional information.
- We have adopted a Code of Business Conduct and Ethics, and we conduct regular trainings on a variety of related topics, including insider trading compliance and anti-harassment.

Corporate Information

We were initially formed as Zeno Pharmaceuticals, Inc., a Delaware corporation, in December 2014. In conjunction with a corporate restructuring, Zeno Pharma, LLC, a Delaware limited liability company, was formed, and in December 2017 acquired Zeno Pharmaceuticals, Inc., pursuant to a merger agreement. As a result of this merger, Zeno Pharmaceuticals, Inc. became a wholly-owned subsidiary of Zeno Pharma, LLC. In December 2019, Zeno Pharma, LLC changed its name to Zentalis Pharmaceuticals, LLC. In April 2020, in connection with our IPO, Zentalis Pharmaceuticals, LLC was converted to a Delaware corporation pursuant to a statutory conversion and changed its name to Zentalis Pharmaceuticals, Inc.

Available Information

Our Internet address is www.zentalis.com. At our investor relations website, https://ir.zentalis.com/, we make available free of charge a variety of information for investors, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements for our annual meetings of stockholders, and any amendments to those reports, as soon as reasonably practicable after we electronically file that material with or furnish it to the SEC. The information found on our website is not part of this Annual Report on Form 10-K or any other report we file with, or furnish to, the SEC. The SEC also maintains a website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is https://www.sec.gov.

Item 1A. Risk Factors

You should carefully consider the risks and uncertainties described below and the other information in this Annual Report on Form 10-K, including our consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K and in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common stock. Our business, financial condition, results of operations or prospects could be materially and adversely affected if any of these risks occurs, and as a result, the market price of our common stock could decline and you could lose all or part of your investment. This Annual Report on Form 10-K also contains forward-looking statements that involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements." Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. Our actual results could differ materially and adversely from those anticipated in these forward-looking statements as a result of certain important factors, including those set forth below.

Risks Related to Our Financial Position and Need for Additional Capital

We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and predict our future success and viability.

We are a clinical-stage biopharmaceutical company with a limited operating history upon which you can evaluate our business and prospects. We have no products approved for commercial sale and have not generated any revenue from product sales. To date, we have devoted substantially all of our resources and efforts to organizing and staffing our company, business planning, executing partnerships, raising capital, discovering, identifying and developing potential product candidates, securing related intellectual property rights and conducting preclinical studies and clinical trials of our product candidates, including the ongoing clinical trials of azenosertib and ZN-d5. We have not yet demonstrated our ability to obtain marketing approvals, manufacture a product at commercial scale or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. As a result, it may be more difficult for you to accurately predict our future success or viability than it could be if we had a longer operating history.

In addition, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors and risks frequently experienced by clinical stage biopharmaceutical companies in rapidly evolving fields. We also may need to transition from a company with a research and development focus to a company capable of supporting commercial activities. If we do not adequately address these risks and difficulties or successfully make such a transition, our business will suffer.

We have incurred significant net losses since inception, and we expect to continue to incur significant net losses for the foreseeable future.

We have incurred net losses in each reporting period since our inception, we have not generated any revenue from product sales to date, and we have financed our operations principally through private financings, our initial public offering, or IPO, and follow-on public offerings of our common stock. We have incurred net losses of $292.3 million and $237.1 million for the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, we had an accumulated deficit of $888.6 million. Our losses have resulted principally from expenses incurred in research and development of our product candidates and from management and administrative costs and other expenses that we have incurred while building our business infrastructure. We expect that it will be several years, if ever, before we have a commercialized product and generate revenue from product sales. Even if we succeed in receiving marketing approval for and commercializing one or more of our product candidates, we expect that we will continue to incur substantial research and development and other expenses as we discover, develop and market additional potential products.

We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future as we continue our research and development efforts and seek to obtain regulatory approval and commercialization of our product candidates. The net losses we incur may fluctuate significantly from quarter to quarter such that a period-to-period comparison of our results of operations may not be a good indication of our future performance. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our working capital and our ability to achieve and maintain profitability.

Our ability to generate revenue and achieve profitability depends significantly on our ability to achieve a number of objectives.

Our business depends entirely on the successful discovery, development and commercialization of our product candidates. We currently generate no revenues from sales of any products. We have no products approved for commercial sale and do not anticipate generating any revenue from product sales for the next several years, if ever. Our ability to generate revenue and achieve profitability depends significantly on our ability, or any future collaborator's ability, to achieve a number of objectives, including:

- successful and timely completion of preclinical and clinical development of our product candidates, including azenosertib and ZN-d5 and any other future product candidates, as well as meeting the associated costs, including any unforeseen costs we have incurred and may continue to incur as a result of preclinical study or clinical trial delays including due to public health emergencies, U.S. and global economic issues, such as rising inflation and interest rates, or ongoing military conflicts, among other causes;
- if applicable, the availability or successful development of diagnostic tools for biomarkers associated with our product candidates or any other future product candidates;
- establishing and maintaining relationships with CROs and clinical sites for the clinical development, both in the United States and internationally, of our product candidates, including azenosertib and ZN-d5, and any other future product candidates;
- timely receipt of marketing approvals from applicable regulatory authorities for any product candidates for which we successfully complete clinical development;
- maintaining marketing approvals, including making any required post-marketing approval commitments to applicable regulatory authorities;
- developing an efficient and scalable manufacturing process for our product candidates, including obtaining finished products that are appropriately packaged for sale;
- establishing and maintaining commercially viable supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and meet the market demand for product candidates that we develop, if approved;
- successful commercial launch following any marketing approval, including the development of a commercial infrastructure, whether in-house or with one or more collaborators;
- a continued acceptable safety profile following any marketing approval of our product candidates;
- commercial acceptance of our product candidates by patients, the medical community and third-party payors;
- identifying, assessing and developing new product candidates;
- obtaining, maintaining and expanding our intellectual property rights, including patents, trade secrets and know how, and regulatory exclusivity, both in the United States and internationally;
- protecting our rights in our intellectual property portfolio;
- defending against third-party interference or infringement claims, if any;
- negotiating favorable terms in any collaboration, licensing or other arrangements that may be necessary or desirable to develop, manufacture or commercialize our product candidates;
- obtaining adequate pricing, coverage and reimbursement by hospitals, government and third-party payors for product candidates that we develop;
- addressing any competing therapies and technological and market developments; and
- attracting, hiring and retaining qualified personnel, especially in the current labor market.

We may never be successful in achieving our objectives and, even if we do, may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to maintain or further our research and development efforts, raise additional necessary capital, grow our business and continue our operations.

We will require substantial additional capital to finance our operations. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce and/or eliminate one or more of our research and drug development programs or future commercialization efforts.

Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. Our operations have consumed substantial amounts of cash since inception, and we expect our expenses to increase in connection with our ongoing activities, particularly as we initiate and conduct clinical trials of, and seek marketing approval for, azenosertib, ZN-d5 and any of our other product candidates. Even if one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate. Our expenses could increase

beyond our expectations if we are required by the FDA, the European Medicines Agency, or the EMA, or other regulatory agencies to perform clinical trials or preclinical studies in addition to those that we currently anticipate. We may also incur costs related to collaborating with certain diagnostic companies for the development, manufacturing and supply of diagnostic tools for biomarkers associated with our product candidates and any future product candidates. Other unanticipated costs may also arise. In addition, if we obtain marketing approval for any of our product candidates, including azenosertib and ZN-d5, we expect to incur significant commercialization expenses related to drug sales, marketing, manufacturing and distribution. Because the design and outcome of our planned and anticipated clinical trials are highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of any product candidate we develop. We have also incurred, and expect to continue to incur, costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in order to maintain our continuing operations.

As of December 31, 2023, we had cash and cash equivalents and marketable securities of $482.9 million. Based on current business plans, we believe that our existing cash, cash equivalents and marketable securities as of December 31, 2023 will be sufficient to fund our operating expenses and capital expenditure requirements into 2026, but will not be sufficient to fund all of the activities that are necessary to complete the development of our product candidates. This estimate is based on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect. Changing circumstances, some of which may be beyond our control, could cause us to consume capital significantly faster than we currently anticipate, and we may need to seek additional funds sooner than planned.

We maintain the majority of our cash and cash equivalents in accounts with major U.S. and multi-national financial institutions, and our deposits at certain of these institutions exceed insured limits. Market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all. Any inability to access or delay in accessing these funds could adversely affect our business and financial position.

We will be required to obtain further funding through public or private equity offerings, debt financings, collaborations and licensing arrangements or other sources, which may dilute our stockholders or restrict our operating activities. We do not have any committed external source of funds. Adequate additional financing may not be available to us on acceptable terms, or at all. Market volatility resulting from public health emergencies, U.S. and global economic issues, global supply chain disruptions, international political instability, rising inflation and interest rates or other factors could also adversely impact our ability to access capital as and when needed. Our failure to raise capital as and when needed or on acceptable terms would have a negative impact on our financial condition and our ability to pursue our business strategy, and we may have to delay, reduce the scope of, suspend or eliminate one or more of our research-stage programs, clinical trials or future commercialization efforts.

Risks Related to the Discovery, Development and Commercialization of Our Product Candidates

We are substantially dependent on the success of our lead product candidates, azenosertib and/or ZN-d5, which are currently in clinical trials. If we are unable to complete development of, obtain approval for and commercialize these product candidates in a timely manner, our business will be harmed.

Our future success is dependent on our ability to timely complete clinical trials, obtain marketing approval for and successfully commercialize our lead product candidates. We are investing significant efforts and financial resources in the research and development of our product candidates, which will require additional clinical development, additional clinical, preclinical and manufacturing activities, marketing approval from government regulators, substantial investment and significant marketing efforts before we can generate any revenues from product sales. We are not permitted to market or promote any other product candidate before we receive marketing approval from the FDA and/or comparable ex-U.S. regulatory authorities, and we may never receive such marketing approvals.

The success of our lead product candidates will depend on several factors, including the following:

- the successful and timely completion of our ongoing and planned clinical trials;
- maintaining and establishing relationships with CROs and clinical sites for the clinical development of our product candidates both in the United States and internationally;
- the frequency and severity of AEs observed in clinical trials;
- efficacy, safety and tolerability profiles that are satisfactory to the FDA and/or any comparable ex-U.S. regulatory authority for marketing approval;
- the timely receipt of marketing approvals from applicable regulatory authorities;

- the extent of any required post-marketing approval commitments to applicable regulatory authorities;
- if applicable, the availability or successful development of diagnostic tools for biomarkers associated with our product candidates or any other future product candidates;
- the maintenance of existing or the establishment of new supply arrangements with third-party drug substance and drug product suppliers and manufacturers for clinical development of our product candidates;
- the maintenance of existing, or the establishment of new, scaled production arrangements with third-party manufacturers to obtain finished products that are appropriate for commercial sale of our product candidates if approved, including for supplies of drugs that we are testing in combination with our product candidates;
- obtaining and maintaining our intellectual property rights, including patents, trade secrets and know how, and regulatory exclusivity, both in the United States and internationally;
- the protection of our rights in our intellectual property portfolio;
- the successful launch of commercial sales following any marketing approval;
- a continued acceptable safety profile following any marketing approval;
- commercial acceptance by patients, the medical community and third-party payors; and
- our ability to compete with other therapies.

We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property rights, and the manufacturing, marketing, distribution and sales efforts of any future collaborator. If we are not successful with respect to one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our product candidates, which would materially harm our business. If we do not receive marketing approvals for our product candidates, we may not be able to continue our operations.

We have and in the future may enter into collaborations with third parties for the research, development and commercialization of certain of the product candidates we may develop. If any of these collaborations are not successful, we may not be able to capitalize on the market potential of those product candidates.

We have and in the future may seek third-party collaborators for the research, development and commercialization of one or more of our product candidates. For example, we are collaborating with Pfizer, GSK and Dana Farber on development of azenosertib, and we licensed ZPC-21, our preclinical ROR1 ADC, and our ADC platform technology to Immunome. Our likely collaborators in any future collaboration arrangements we may enter into include large and mid-size pharmaceutical companies and biotechnology companies. If we were to enter into any collaboration arrangements with third parties, those agreements may limit our control over the amount and timing of resources that our collaborators dedicate to the development and commercialization of any product candidates we may seek to develop with them. We cannot predict the success of any collaboration in which we have entered or may enter. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements.

Collaborations involving our research programs, our product candidates and any future research programs or product candidates we may develop pose the following risks to us:

- Collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations.
- Collaborators may not pursue development and commercialization of any product candidates we may develop or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborator's strategic focus or market considerations, including as a result of a sale or disposition of a business unit or development function, or available funding or external factors such as an acquisition or business combination that diverts resources or creates competing priorities. If this were to happen, we may need additional capital to pursue further development or commercialization of the applicable product candidates.
- Collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, use our product candidates in clinical trials in an unsafe manner, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing.

- Collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours.
- Subject to certain diligence obligations, collaborators with marketing and distribution rights to one or more products may not commit sufficient resources to the marketing and distribution of such product or products.
- Collaborators may not properly obtain, maintain, enforce or defend our intellectual property or proprietary rights or may use proprietary information in a way that could jeopardize or invalidate our proprietary information or expose us to potential litigation.
- Collaborators may own or co-own intellectual property covering our products that results from our collaborating with them, and in cases where that applies, we would not have the exclusive right to commercialize the collaboration intellectual property.
- Disputes may arise between our collaborators and us that result in the delay or termination of the research, development or commercialization of our products or product candidates or that result in costly litigation or arbitration that diverts management attention and resources.
- We may lose certain rights under circumstances identified in our collaborations, including if we undergo a change of control.
- Collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates.
- Collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all. If a present or future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our product development or commercialization program under such collaboration could be delayed, diminished or terminated.
- Collaborators may be unable to maintain compliance with applicable laws, regulations and guidance, including good practice quality guidelines and regulations, including GLP, GCP, and cGMP, or similar ex-U.S. requirements or to secure approval for clinical development plans from the FDA or comparable ex-U.S. regulatory authorities.
- We may require certain regulatory, clinical, manufacturing, financial and other information from our collaborators, which, if not provided in a timely manner or at all, could affect our ability to meet our business objectives and/or comply with applicable laws, regulations and guidance.

If we do not receive the funding or other resources we expect under these agreements, our development of product candidates could be delayed and we may need additional resources to develop our product candidates. In addition, if one of our collaborators terminates its agreement with us, we may find it more difficult to find a suitable replacement collaborator or attract new collaborators and our development programs may be delayed or the perception of us in the business and financial communities could be adversely affected. All of the risks relating to product development, marketing approval and commercialization described in this report apply to the activities of our collaborators.

We may in the future decide to collaborate with pharmaceutical and biotechnology companies for the development and potential commercialization of any product candidates we may develop. These and other similar relationships may require us to incur non-recurring and other charges, increase our near- and long-term expenditures, issue securities that dilute our existing stockholders or disrupt our management and business. In addition, we could face significant competition in seeking appropriate collaborators and the negotiation process is time-consuming and complex. Our ability to reach a definitive collaboration agreement will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of several factors. If we license rights to any product candidates we or our collaborators may develop, we may not be able to realize the benefit of those transactions if we are unable to successfully integrate them with our existing operations and company culture.

Our long-term prospects depend in part upon discovering, developing and commercializing additional product candidates, which may fail in development or suffer delays that adversely affect their commercial viability.

Our future operating results are dependent on our ability to successfully discover, develop, obtain regulatory approval for and commercialize product candidates beyond those we currently have in clinical development. A product candidate can unexpectedly fail at any stage of preclinical and clinical development. The historical failure rate for product candidates is high due to risks relating to safety, efficacy, clinical execution, changing standards of medical care and other unpredictable variables.

The results from preclinical testing or early clinical trials of a product candidate may not be predictive of the results that will be obtained in later stage clinical trials of the product candidate.

The success of other product candidates we may develop will depend on many factors, including the following:

- generating sufficient data to support the initiation or continuation of clinical trials;
- obtaining regulatory permission to initiate clinical trials;
- contracting with the necessary parties to conduct clinical trials;
- successful enrollment of patients in, and the completion of, clinical trials on a timely basis;
- the timely manufacture of sufficient quantities of the product candidate for use in clinical trials; and
- AEs in the clinical trials.

Even if we successfully advance any other product candidates into clinical development, their success will be subject to all of the clinical, regulatory and commercial risks described elsewhere in this "Risk Factors" section. Accordingly, we cannot assure you that we will ever be able to discover, develop, obtain regulatory approval of, commercialize or generate significant revenue from our other product candidates.

The regulatory approval processes of the FDA and other comparable ex-U.S. regulatory authorities are lengthy, time consuming and inherently unpredictable. If we are ultimately unable to obtain regulatory approval for our product candidates, we will be unable to generate product revenue and our business will be substantially harmed.

We are not permitted to commercialize, market, promote or sell any product candidate in the United States without obtaining marketing approval from the FDA. Ex-U.S. regulatory authorities impose similar requirements. The time required to obtain approval by the FDA and other comparable ex-U.S. regulatory authorities is unpredictable, typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the type, complexity and novelty of the product candidates involved. In addition, approval policies, regulations or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions, which may cause delays in the approval or the decision not to approve an application. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other data. Even if we eventually complete clinical testing and receive approval of any regulatory filing for our product candidates, the FDA and other comparable ex-U.S. regulatory authorities may approve our product candidates for a more limited indication or a narrower patient population than we originally requested. We have not submitted for, or obtained, regulatory approval for any product candidate, and it is possible that none of our existing product candidates or any product candidates we may seek to develop in the future will ever obtain regulatory approval.

Applications for our product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA or other comparable ex-U.S. regulatory authorities may disagree with the design, implementation or results of our clinical trials;
- the FDA or other comparable ex-U.S. regulatory authorities may determine that our product candidates are not safe and effective, only moderately effective or have undesirable or unintended side effects, toxicities or other characteristics that preclude our obtaining marketing approval or prevent or limit commercial use;
- the population studied in the clinical trial may not be sufficiently broad or representative to assure efficacy and safety in the full population for which we seek approval;
- the FDA or other comparable ex-U.S. regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of an NDA, BLA or other submission or to obtain regulatory approval in the United States or elsewhere;
- we may be unable to demonstrate to the FDA or other comparable ex-U.S. regulatory authorities that a product candidate's risk-benefit ratio for its proposed indication is acceptable;

- the FDA or other comparable ex-U.S. regulatory authorities may fail to approve the manufacturing processes, test procedures and specifications or facilities of third-party manufacturers with which we contract for clinical and commercial supplies;
- if the FDA or comparable ex-U.S. regulatory authority requires approval or clearance of a companion diagnostic for a particular product candidate, and the FDA or comparable regulatory authority does not provide such approval or clearance, then the product candidate may not be approved for marketing; and/or
- the approval policies or regulations of the FDA or other comparable ex-U.S. regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

In addition, the policies and practices of the FDA and other comparable ex-U.S. regulatory authorities with respect to clinical trials may change and additional government regulations may be enacted. For example, in recent years the FDA has issued draft guidance and launched programs aiming to reform and modernize the dose optimization procedures used by clinical trial sponsors during the development of oncology drugs. Although these efforts have not yet resulted in any formal changes to the FDA's regulations or policies, changes in the FDA's thinking with respect to dose selection and optimization could require us to change the design of our planned or ongoing clinical trials or otherwise conduct additional preclinical, clinical or manufacturing studies beyond those we currently anticipate, which could increase our costs and/or delay the development of our product candidates. In April 2022, the FDA also issued a draft guidance regarding diversity in clinical trials. The purpose of this draft guidance is to provide recommendations to sponsors developing medical products on the approach for developing a Race and Ethnicity Diversity Plan to enroll representative numbers of participants from underrepresented racial and ethnic populations in the United States. If this guidance is finalized, the FDA has stated that it will evaluate the Race and Ethnicity Diversity Plan as an important part of the sponsor's development program. This could require us to change the way we decide to enroll our planned clinical trials, which could increase our costs and/or delay the development of our product candidates.

In addition, the regulatory landscape related to clinical trials in the EU recently evolved. The EU Clinical Trials Regulation, or CTR, which was adopted in April 2014 and repeals the EU Clinical Trials Directive, became applicable on January 31, 2022. While the EU Clinical Trials Directive required a separate clinical trial application, or CTA, to be submitted in each member state in which the clinical trial takes place, to both the competent national health authority and an independent ethics committee, the CTR introduces a centralized process and only requires the submission of a single application for multi-center trials. The CTR allows sponsors to make a single submission to both the competent authority and an ethics committee in each member state, leading to a single decision per member state. The assessment procedure of the CTA has been harmonized as well, including a joint assessment by all member states concerned, and a separate assessment by each member state with respect to specific requirements related to its own territory, including ethics rules. Each member state's decision is communicated to the sponsor via the centralized EU portal. Once the CTA is approved, clinical study development may proceed. The CTR foresees a three-year transition period. The extent to which ongoing and new clinical trials will be governed by the CTR varies. Clinical trials for which an application was submitted (i) prior to January 31, 2022 under the EU Clinical Trials Directive, or (ii) between January 31, 2022 and January 31, 2023 and for which the sponsor has opted for the application of the EU Clinical Trials Directive remain governed by said Directive until January 31, 2025. After this date, all clinical trials, including those that are ongoing, will become subject to the provisions of the CTR. Compliance with the CTR requirements by us, our collaborators and third-party service providers, such as CROs, may impact our development plans.

This lengthy approval process, as well as the unpredictability of the results of clinical trials, may result in our failing to obtain regulatory approval to market any of our product candidates, which would significantly harm our business, results of operations and prospects.

In addition, even if we obtain approval of our product candidates, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, may impose significant limitations in the form of narrow indications, warnings and precautions, or a REMS, or similar risk management measures. Regulatory authorities may not approve the price we intend to charge for products we may develop, may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could seriously harm our business.

The clinical trials of our product candidates may not demonstrate safety and efficacy to the satisfaction of the FDA or other comparable ex-U.S. regulatory authorities or otherwise produce positive results.

Before obtaining marketing approval from the FDA or other comparable ex-U.S. regulatory authorities for the sale of our product candidates, we must complete preclinical development and extensive clinical trials to demonstrate the safety and efficacy of our product candidates. Clinical testing is expensive, difficult to design and implement, can take many years to complete and its ultimate outcome is uncertain. A failure of one or more clinical trials can occur at any stage of the process. The outcome of preclinical studies and early-stage clinical trials may not be predictive of the success of later clinical trials,

including that potential biomarkers, even if validated preclinically, may not be functionally validated in clinical trials. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their drugs. We cannot guarantee that the FDA or comparable ex-U.S. regulatory authorities will interpret trial results as we do, and more trials could be required before we are able to submit applications seeking approval of our product candidates, which may require us to expend significant resources that may not be available to us and/or cause delays in our planned timelines. Most product candidates that begin clinical trials are never approved by regulatory authorities for commercialization.

In addition, we may rely in part on preclinical, clinical and quality data generated by CROs, our collaborators and other third parties for regulatory submissions for our product candidates. While we have or will have agreements governing our relationships with these third parties, we have limited influence over their actual performance. If these third parties do not make data available to us, or, if applicable, make regulatory submissions in a timely manner, in each case pursuant to our agreements with them, our development programs may be significantly delayed, and we may need to conduct additional studies or collect additional data independently. In either case, our development costs would increase.

We do not know whether our future clinical trials will begin on time or enroll patients on time, or whether our ongoing and/or future clinical trials will be completed on schedule or at all. Clinical trials can be delayed for a variety of reasons, including delays related to:

- the FDA or comparable ex-U.S. regulatory authorities disagreeing as to the design or implementation of our clinical studies;
- obtaining regulatory authorizations to commence a trial or reaching a consensus with regulatory authorities on trial design;
- any failure or delay in reaching an agreement with CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining approval from one or more IRBs or ethics committees;
- IRBs or ethics committees refusing to approve, suspending or terminating the trial at an investigational site, precluding enrollment of additional subjects, or withdrawing their approval of the trial;
- changes to the clinical trial protocol;
- clinical sites deviating from the trial protocol or dropping out of a trial;
- manufacturing sufficient quantities of product candidate or obtaining sufficient quantities of combination therapies for use in clinical trials;
- subjects failing to enroll or remain in our trial at the rate we expect, or failing to return for post-treatment follow-up;
- subjects choosing an alternative treatment for the indication for which we are developing our product candidates, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trial;
- subjects experiencing severe or unexpected drug-related AEs;
- occurrence of serious AEs in trials of the same class of agents conducted by other companies;
- selection of clinical end points that require prolonged periods of clinical observation or analysis of the resulting data;
- a facility manufacturing our product candidates or any of their components being ordered by the FDA or comparable ex-U.S. regulatory authorities to temporarily or permanently shut down due to violations of cGMP regulations or similar ex-U.S. requirements or other applicable requirements, or infections or cross-contaminations of product candidates in the manufacturing process;
- any changes to our manufacturing process that may be necessary or desired;
- third-party clinical investigators losing the licenses or permits necessary to perform our clinical trials, not performing our clinical trials on our anticipated schedule or consistent with the clinical trial protocol, GCP, or other regulatory requirements;
- third-party contractors not performing data collection or analysis in a timely or accurate manner;
- third-party contractors becoming debarred or suspended or otherwise penalized by the FDA or other government or regulatory authorities for violations of regulatory requirements, in which case we may need to find a substitute contractor, and we may not be able to use some or all of the data produced by such contractors in support of our marketing applications; and/or

- if we are collaborating with a third party on a clinical trial, our collaborator may not devote sufficient resources to or prioritize our clinical trial.

We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by a Data Safety Monitoring Board for such trial or by the FDA or comparable ex-U.S. regulatory authorities. Such a suspension or termination may be due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or comparable ex-U.S. regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. In addition, changes in regulatory requirements and policies may occur, and we may need to amend clinical trial protocols to comply with these changes. Amendments may require us to resubmit our clinical trial protocols to IRBs or ethics committees for reexamination, which may impact the costs, timing or successful completion of a clinical trial.

Further, conducting clinical trials in ex-U.S. countries, as we may do for our product candidates, presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients in ex-U.S. countries to adhere to clinical protocol as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with ex-U.S. regulatory schemes, as well as political and economic risks relevant to such ex-U.S. countries.

Moreover, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA or comparable ex-U.S. regulatory authorities. The FDA or comparable ex-U.S. regulatory authority may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the study. The FDA or comparable ex-U.S. regulatory authority may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of our marketing applications by the FDA or comparable ex-U.S. regulatory authority, as the case may be, and may ultimately lead to the denial of marketing approval of one or more of our product candidates.

If we experience delays in the completion of, or termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. Moreover, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues.

In addition, many of the factors that cause, or lead to, termination or suspension of, or a delay in the commencement or completion of, clinical trials may also ultimately lead to the denial of regulatory approval of a product candidate. Any delays to our clinical trials that occur as a result could shorten any period during which we may have the exclusive right to commercialize our product candidates and our competitors may be able to bring products to market before we do, and the commercial viability of our product candidates could be significantly reduced. Any of these occurrences may harm our business, financial condition and prospects significantly.

If we are unable to successfully develop diagnostic tools for biomarkers that enable patient selection, or experience significant delays in doing so, we may not realize the full commercial potential of our product candidates.

A component of our strategy may include the use of diagnostic tools to guide patient selection of our product candidates. In some cases, a diagnostic tool may be commercially available, for example, on a tumor-profiling panel. If not already commercially available, we may be required to seek collaborations with diagnostic companies for the development of diagnostics for biomarkers associated with our product candidates. We may have difficulty in establishing or maintaining such development relationships, and we will face competition from other companies in establishing these collaborations.

There are also several risks associated with biomarker identification and validation. We, in collaboration with any diagnostic partners, may not be able to identify predictive biomarkers for one or more of our programs. We may not be able to validate potential biomarkers (e.g., certain genomic mutations) or their functional relevance preclinically in relevant *in vitro* or *in vivo* models. Data analytics and information from databases that we rely on for identifying or validating some of our biomarker-target relationships may not accurately reflect potential patient populations or may be based on incorrect

methodology. Potential biomarkers, even if validated preclinically, may not be functionally effective or validated in human clinical trials.

If we, in collaboration with these parties, are unable to successfully develop diagnostic tools for our product candidates, or experience delays in doing so, the development of our product candidates may be adversely affected. The development of certain diagnostic tools, such as companion diagnostics, require a significant investment of working capital and may not result in any future income. This could require us to raise additional funds, which could dilute our current investors or impact our ability to continue our operations in the future.

There are also risks associated with diagnostics that are commercially available, including that we may not have access to reliable supply for such diagnostics, and that such diagnostics may not be reimbursed without obtaining regulatory approval.

Interim, initial, "topline," and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publicly disclose initial, preliminary or topline data from our preclinical studies and clinical trials, which are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the initial, topline or preliminary results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. Certain of these data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, initial, topline and preliminary data should be viewed with caution until the final data are available.

From time to time, we may also disclose interim data from our preclinical studies and clinical trials. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available or as patients from our clinical trials continue other treatments for their disease. Adverse differences between interim data and final data could significantly harm our business prospects. Further, disclosure of interim data by us or by our competitors could result in volatility in the price of our common stock.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure.

If the initial, interim, topline, or preliminary data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, our product candidates may be harmed, which could harm our business, operating results, prospects or financial condition.

Even if approved, our product candidates may not achieve adequate market acceptance among physicians, patients, healthcare payors and others in the medical community necessary for commercial success.

Even if our product candidates receive regulatory approval, they may not gain adequate market acceptance among physicians, patients, healthcare payors and others in the medical community. The degree of market acceptance of any of our approved product candidates will depend on a number of factors, including:

- the efficacy and safety profile as demonstrated in clinical trials compared to alternative treatments;
- the timing of market introduction of the product candidate as well as competitive products;
- the clinical indications for which the product candidate is approved;
- if applicable, the availability of diagnostic tools for biomarkers associated with our product candidates or any other future product candidates;
- restrictions on the use of our product candidates, such as boxed warnings or contraindications in labeling, or a REMS, or similar risk management measures, if any, which may not be required of alternative treatments and competitor products;

- the potential and perceived advantages of product candidates over alternative treatments;
- the cost of treatment in relation to alternative treatments;
- the availability of coverage and adequate reimbursement, as well as pricing, by third-party payors, including government authorities;
- the availability of the approved product candidate for use as a combination therapy;
- relative convenience and ease of administration;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the effectiveness of sales and marketing efforts;
- unfavorable publicity relating to our products or product candidates or similar approved products or product candidates in development by third parties; and
- the approval of other new therapies for the same indications.

If any of our product candidates is approved but does not achieve an adequate level of acceptance by physicians, hospitals, healthcare payors and patients, we may not generate or derive sufficient revenue from that product candidate and our financial results could be negatively impacted.

If we experience delays or difficulties in the enrollment and/or maintenance of patients in clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

Patient enrollment is a significant factor in the timing of clinical trials, and the timing of our clinical trials depends, in part, on the speed at which we can recruit patients to participate in our trials, as well as completion of required follow-up periods. We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials to each such trial's conclusion as required by the FDA or comparable ex-U.S. regulatory authorities. Additionally, certain clinical trials for future product candidates may be focused on indications with relatively small patient populations, which may further limit enrollment of eligible patients or may result in slower enrollment than we anticipate. The eligibility criteria of our clinical trials, once established, may further limit the pool of available trial participants.

Patient enrollment may also be affected if our competitors have ongoing clinical trials for product candidates that are under development for the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials instead enroll in clinical trials of our competitors' product candidates. Patient enrollment for any of our clinical trials may be affected by other factors, including:

- size and nature of the patient population;
- severity of the disease under investigation;
- availability and efficacy of approved drugs for the disease under investigation;
- patient eligibility criteria for the trial in question as defined in the protocol;
- perceived risks and benefits of the product candidate under study;
- clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new products that may be approved for the indications we are investigating;
- efforts to facilitate timely enrollment in clinical trials;
- patient referral practices of physicians;
- the ability to monitor patients adequately during and after treatment;
- proximity and availability of clinical trial sites for prospective patients;
- continued enrollment of prospective patients by clinical trial sites; and
- the risk that patients enrolled in clinical trials will drop out of the trials before completion or, because they may be late-stage cancer patients, will not survive the full terms of the clinical trials.

Our inability to enroll a sufficient number of patients for our clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether. Enrollment delays in our clinical trials may result in increased development costs for our product candidates and jeopardize our ability to obtain marketing approval for the sale of our product candidates. Furthermore, even if we are able to enroll a sufficient number of patients for our clinical trials, we may have difficulty maintaining enrollment of such patients in our clinical trials.

We are developing our product candidates in combination with other therapies, which exposes us to additional risks.

We are developing azenosertib and ZN-d5 in combination with one or more other approved or unapproved therapies to treat cancer or other diseases and may in the future develop additional product candidates in combination with other approved or unapproved therapies. If we were to experience an unexpected loss of supply of any of those approved or unapproved therapies, we could experience delays, disruptions, suspensions or terminations of, or be required to restart or repeat, any pending or ongoing clinical trials. Even if any product candidate we develop were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA or comparable ex-U.S. regulatory authorities outside of the United States could revoke approval of the therapy used in combination with our product or that safety, efficacy, manufacturing or supply issues could arise with any of those existing therapies. If the therapies we use in combination with our product candidates are replaced as the standard of care for the indications we choose for any of our product candidates, the FDA or comparable ex-U.S. regulatory authorities may require us to conduct additional clinical trials. The occurrence of any of these risks could result in our own products, if approved, being removed from the market or being less successful commercially.

We also may choose to evaluate our product candidates in combination with one or more cancer therapies that have not yet been approved for marketing by the FDA or comparable ex-U.S. regulatory authorities. We will not be able to market and sell any product candidate we develop in combination with an unapproved cancer therapy for a combination indication if that unapproved therapy does not ultimately obtain marketing approval either alone or in combination with our product candidate. In addition, unapproved cancer therapies face the same risks described with respect to our product candidates currently in development and clinical trials, including the potential for serious adverse effects, delay in their clinical trials and lack of regulatory approval.

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

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

Our projections of addressable patient populations that may benefit from treatment with our product candidates are based on our estimates. These estimates, which have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations and market research, may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these cancers. Additionally, the potentially addressable patient population for our product candidates may not ultimately be amenable to treatment with our product candidates. Our market opportunity may also be limited by future competitor treatments that enter the market. If any of our estimates proves to be inaccurate, the market opportunity for any product candidate that we or our strategic partners develop could be significantly diminished and have an adverse material impact on our business.

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

The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary and novel products and product candidates. Our competitors have developed, are developing or may develop products, product candidates and processes competitive with our product candidates. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. We believe that a significant number of products are currently under development, and may become commercially available in the future, for the treatment of conditions for which we may attempt to develop product candidates. In addition, our products may need to compete with off-label drugs used by physicians to treat the indications for which we seek approval. This may make it difficult for us to replace existing therapies with our products.

In particular, there is intense competition in the fields of oncology we are pursuing. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, emerging and start-up companies, universities and other research institutions. We also compete with these organizations to recruit management, scientists and clinical development personnel, which could negatively affect our level of expertise and our ability to execute our business plan. We also face competition in establishing clinical trial sites, enrolling subjects for clinical trials and in identifying and in-licensing new product candidates.

We have chosen to initially address well-validated biochemical targets, and therefore expect to face competition from existing products and products in development for each of our product candidates. There are a large number of companies developing or marketing treatments for cancer, including many major pharmaceutical and biotechnology companies. Many of these current and potential competitors have significantly greater financial, manufacturing, marketing, drug development, technical and human resources and commercial expertise than we do. Large pharmaceutical and biotechnology companies, in particular, have extensive experience in clinical testing, obtaining regulatory approvals, recruiting patients and manufacturing biotechnology products. These companies also have significantly greater research and marketing capabilities than we do and may also have products that have been approved or are in late stages of development, and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical and biotechnology companies may also invest heavily to accelerate discovery and development of novel compounds or to in-license novel compounds that could make the product candidates that we develop obsolete. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies, as well as in acquiring technologies complementary to, or necessary for, our programs. As a result of all of these factors, our competitors may succeed in obtaining approval from the FDA or other comparable ex-U.S. regulatory authorities or in discovering, developing and commercializing products in our field before we do.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe effects, are more convenient, have a broader label, are marketed more effectively, are reimbursed or are less expensive than any products that we may develop. Our competitors also may obtain marketing approval from the FDA or other comparable ex-U.S. regulatory authorities for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Even if the product candidates we develop achieve marketing approval, they may be priced at a significant premium over competitive products if any have been approved by then, resulting in reduced competitiveness. Technological advances or products developed by our competitors may render our technologies or product candidates obsolete, less competitive or not economical. If we are unable to compete effectively, our opportunity to generate revenue from the sale of our products we may develop, if approved, could be adversely affected.

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

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

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

As product candidates progress through preclinical and clinical trials to marketing approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, are altered along the way in an effort to optimize yield and manufacturing batch size, minimize costs and achieve consistent quality and results. Such changes carry the risk that they will not achieve these intended objectives. Any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the altered materials. This could delay completion of clinical trials, require the conduct of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidates and jeopardize our ability to commercialize our product candidates, if approved, and generate revenue.

Our business entails a significant risk of product liability and if we are unable to obtain sufficient insurance coverage such inability could have an adverse effect on our business and financial condition.

Our business exposes us to significant product liability risks inherent in the development, testing, manufacturing and marketing of therapeutic treatments. Product liability claims could delay or prevent completion of our development programs. If we succeed in marketing products, such claims could result in an FDA or other regulatory authority investigation of the safety and effectiveness of our products, our manufacturing processes and facilities or our marketing programs. FDA or other regulatory authority investigations could potentially lead to a recall of our products or more serious enforcement action,

limitations on the approved indications for which they may be used or suspension or withdrawal of approvals. Regardless of the merits or eventual outcome, liability claims may also result in decreased demand for our products, injury to our reputation, costs to defend the related litigation, a diversion of management's time and our resources and substantial monetary awards to trial participants or patients. We currently have product liability insurance that we believe is appropriate for our stage of development and may need to obtain higher levels prior to marketing any of our product candidates, if approved. Any insurance we have or may obtain may not provide sufficient coverage against potential liabilities. Furthermore, clinical trial and product liability insurance is becoming increasingly expensive. As a result, we may be unable to obtain sufficient insurance at a reasonable cost to protect us against losses caused by product liability claims that could have an adverse effect on our business and financial condition. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical or biological products, may apply to diagnostic tools, such as companion diagnostics, that we or our collaborators may develop.

Any product candidates we develop may become subject to unfavorable third-party coverage and reimbursement practices, as well as pricing regulations.

The availability and extent of coverage and adequate reimbursement by third-party payors, including government health administration authorities, private health coverage insurers, managed care organizations and other third-party payors is essential for most patients to be able to afford expensive treatments. Sales of any of our product candidates that receive marketing approval will depend substantially, both in the United States and internationally, on the extent to which the costs of our product candidates will be covered and reimbursed by third-party payors. If reimbursement is not available, or is available only to limited levels, we may not be able to successfully commercialize our product candidates. Even if coverage is provided, the approved reimbursement amount may not be high enough to allow us to establish or maintain pricing sufficient to realize an adequate return on our investment. Coverage and reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If coverage and reimbursement are not available or reimbursement is available only to limited levels, we may not successfully commercialize any product candidate for which we obtain marketing approval.

There is significant uncertainty related to third-party payor coverage and reimbursement of newly approved products. In the United States, for example, principal decisions about reimbursement for new products are typically made by the Centers for Medicare & Medicaid Services, or CMS, an agency within HHS. CMS decides whether and to what extent a new product will be covered and reimbursed under Medicare, and private third-party payors often follow CMS's decisions regarding coverage and reimbursement to a substantial degree. However, one third-party payor's determination to provide coverage for a product candidate does not assure that other payors will also provide coverage for the product candidate. As a result, the coverage determination process is often time-consuming and costly. This process will require us to provide scientific and clinical support for the use of our products to each third-party payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance.

Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. Further, such payors are increasingly challenging the price, examining the medical necessity and reviewing the cost effectiveness of medical product candidates. There may be especially significant delays in obtaining coverage and reimbursement for newly approved drugs. Third-party payors may limit coverage to specific product candidates on an approved list, known as a formulary, which might not include all FDA-approved drugs for a particular indication. We may need to conduct expensive pharmaco-economic studies to demonstrate the medical necessity and cost effectiveness of our products. Nonetheless, our product candidates may not be considered medically necessary or cost effective. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be.

In August 2022, IRA was signed into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (which first became due by certain manufacturers in 2023, as applicable); and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). For more information about the IRA and pricing regulations at the state level, see "Risks Related to Regulatory Approval and Other Legal Compliance Matters – We may face difficulties from changes to current regulations and future legislation." below.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost containment initiatives in Europe, Canada and other countries has and will continue to put pressure on the pricing and usage of therapeutics such as our product candidates. In many countries, particularly the member states of the EU, medical product prices are subject to varying price control mechanisms as part of national health systems. In these countries, pricing negotiations with governmental authorities can take considerable

time after a product receives marketing authorization. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. In general, product prices under such systems are substantially lower than in the United States. Other countries allow companies to fix their own prices for products, but monitor and control company profits. Additional ex-U.S. price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our product candidates. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

If we are unable to establish or sustain coverage and adequate reimbursement for any future product candidates from third-party payors, the adoption of those products and sales revenue will be adversely affected, which, in turn, could adversely affect the ability to market or sell those product candidates, if approved. Coverage policies and third-party payor reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Additionally, we or our collaborators may develop diagnostic tests, including companion diagnostic tests, for use with our product candidates. Companion diagnostic tests require coverage and reimbursement separate and apart from the coverage and reimbursement for their companion pharmaceutical or biological products. Similar challenges to obtaining coverage and reimbursement, applicable to pharmaceutical products, will apply to companion diagnostics. If coverage and adequate reimbursement are not available, or are available only to limited levels, we may not be able to successfully commercialize any product candidates that we develop.

Risks Related to Regulatory Approval and Other Legal Compliance Matters

We may be unable to obtain U.S. or ex-U.S. regulatory approvals and, as a result, may be unable to commercialize our product candidates.

Our product candidates are subject to extensive governmental regulations relating to, among other things, research, testing, development, manufacturing, safety, efficacy, approval, recordkeeping, reporting, labeling, storage, packaging, advertising and promotion, pricing, marketing and distribution of drugs. Rigorous preclinical testing and clinical trials and an extensive regulatory approval process must be successfully completed in the United States and in many ex-U.S. jurisdictions before a new drug can be marketed. Satisfaction of these and other regulatory requirements is costly, time consuming, uncertain and subject to unanticipated delays. We cannot provide any assurance that any product candidate we may develop will progress through required clinical testing and obtain the regulatory approvals necessary for us to begin selling them.

We have not conducted, managed or completed large-scale or pivotal clinical trials nor managed the regulatory approval process with the FDA or any other regulatory authority. The time required to obtain approvals from the FDA and other regulatory authorities is unpredictable, and requires successful completion of extensive clinical trials which typically takes many years, depending upon the type, complexity and novelty of the product candidate. The standards that the FDA and its ex-U.S. counterparts use when evaluating clinical trial data can and often change during drug development, which makes it difficult to predict with any certainty how they will be applied. In addition, the FDA and its ex-U.S. counterparts may require approval or clearance of a companion diagnostic for a particular product candidate and may not approve the product candidate for marketing if such regulatory authority does not approve or clear the companion diagnostic. We may also encounter unexpected delays or increased costs due to new government regulations, including future legislation or administrative action, or changes in FDA or ex-U.S. regulatory authorities policy during the period of drug development, clinical trials and FDA or ex-U.S. regulatory authorities regulatory review.

Any delay or failure in seeking or obtaining required approvals would have a material and adverse effect on our ability to generate revenue from the particular product candidate for which we are developing and seeking approval. Furthermore, any regulatory approval to market a drug may be subject to significant limitations on the approved uses or indications for which we may market the drug or the labeling or other restrictions. In addition, the FDA has the authority to require a REMS as part of approving a NDA or BLA, or after approval, which may impose further requirements or restrictions on the distribution or use of an approved drug. Similar requirements may exist in ex-U.S. jurisdictions. These requirements or restrictions might include limiting prescribing to certain physicians or medical centers that have undergone specialized training, limiting treatment to patients who meet certain safe-use criteria and requiring treated patients to enroll in a registry. These limitations and restrictions may significantly limit the size of the market for the drug and affect reimbursement by third-party payors.

We are also subject to numerous ex-U.S. regulatory requirements governing, among other things, the conduct of clinical trials, manufacturing and marketing authorization, pricing and third-party reimbursement. The ex-U.S. regulatory approval process varies among countries, and generally includes all of the risks associated with FDA approval described above as well as

risks attributable to the satisfaction of local regulations in ex-U.S. jurisdictions. Moreover, the time required to obtain approval in ex-U.S. jurisdictions may differ from that required to obtain FDA approval.

Our current or future product candidates may cause significant AEs, toxicities or other undesirable side effects when used alone or in combination with other approved products or investigational new drugs that may result in a safety profile that could inhibit regulatory approval, prevent market acceptance, limit their commercial potential or result in significant negative consequences.

As is the case with pharmaceuticals generally, it is likely that there may be side effects and AEs associated with our product candidates' use. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. Undesirable side effects caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or comparable ex-U.S. regulatory authorities. The drug-related side effects could affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. Any of these occurrences may harm our business, financial condition and prospects significantly.

If our product candidates are associated with undesirable side effects or have unexpected characteristics in preclinical studies or clinical trials when used alone or in combination with other approved products or investigational new drugs, we may need to interrupt, delay or abandon their development or limit development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective. Treatment-related side effects could also affect patient recruitment or the ability of enrolled subjects to complete the trial, or result in potential product liability claims. Any of these occurrences may prevent us from achieving or maintaining market acceptance of the affected product candidate and may harm our business, financial condition and prospects significantly.

Patients in our ongoing and planned clinical trials may in the future suffer significant AEs or other side effects not observed in our preclinical studies or previous clinical trials. Some of our product candidates may be used as chronic therapies or be used in pediatric populations, for which safety concerns may be particularly scrutinized by regulatory agencies. In addition, if our product candidates are used in combination with other therapies, our product candidates may exacerbate AEs associated with the therapy. Patients treated with our product candidates may also be undergoing surgical, radiation and chemotherapy treatments, which can cause side effects or AEs that are unrelated to our product candidate, but may still impact the success of our clinical trials. The inclusion of critically ill patients in our clinical trials may result in deaths or other adverse medical events due to other therapies or medications that such patients may be using or due to the gravity of such patients' illnesses.

If significant AEs or other side effects are observed in any of our current or future clinical trials, we may have difficulty recruiting patients to the clinical trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of that product candidate altogether. We, the FDA other comparable regulatory authorities or an IRB may suspend clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early-stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product candidate from obtaining or maintaining marketing approval, undesirable side effects may inhibit market acceptance due to its tolerability versus other therapies. Any of these developments could materially harm our business, financial condition and prospects.

Further, if any of our product candidates obtains marketing approval, toxicities associated with such product candidates not seen during clinical testing may also develop after such approval and lead to a requirement to conduct additional clinical safety trials, additional contraindications, warnings and precautions being added to the drug label, significant restrictions on the use of the product or the withdrawal of the product from the market. We cannot predict whether our product candidates will cause toxicities in humans that would preclude or lead to the revocation of regulatory approval based on preclinical studies or early-stage clinical trials.

The FDA and other comparable ex-U.S. regulatory authorities may not accept data from trials conducted in locations outside of their jurisdiction.

We may choose to conduct international clinical trials in the future. The acceptance of study data by the FDA or other comparable ex-U.S. regulatory authority from clinical trials conducted outside of their respective jurisdictions may be subject to certain conditions. The acceptance of study data from clinical trials conducted outside the U.S. or another jurisdiction by the FDA or comparable ex-U.S. regulatory authority may be subject to certain conditions or may not be accepted at all. In cases where data from ex-U.S. clinical trials are intended to serve as the sole basis for marketing approval in the United States, the

FDA will generally not approve the application on the basis of ex-U.S. data alone unless i) the data are applicable to the U.S. population and U.S. medical practice; ii) the trials were performed by clinical investigators of recognized competence and pursuant to current GCP requirements; and iii) the FDA is able to validate the data through an on-site inspection or other appropriate means. Additionally, the FDA's clinical trial requirements, including the adequacy of the patient population studied and statistical powering, must be met. Furthermore, even where the ex-U.S. study data are not intended to serve as the sole basis for approval, the FDA will not accept the data as support for an application for marketing approval unless the study is well-designed and well-conducted in accordance with GCP requirements and the FDA is able to validate the data from the study through an onsite inspection if deemed necessary. Many ex-U.S. regulatory authorities have similar approval requirements. In addition, such ex-U.S. trials would be subject to the applicable local laws of the ex-U.S. jurisdictions where the trials are conducted. There can be no assurance that the FDA or any comparable ex-U.S. regulatory authority will accept data from trials conducted outside of its applicable jurisdiction. If the FDA or any comparable ex-U.S. regulatory authority does not accept such data, it would result in the need for additional trials, which would be costly and time-consuming and delay aspects of our business plan, and which may result in our product candidates not receiving approval for commercialization in the applicable jurisdiction.

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

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

Obtaining ex-U.S. regulatory approvals and establishing and maintaining compliance with ex-U.S. regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we or any future collaborator fail to comply with the regulatory requirements in international markets or fail to receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Even if our product candidates receive regulatory approval, they will be subject to significant post-marketing regulatory requirements and oversight.

Any regulatory approvals that we may receive for our product candidates will require the submission of reports to regulatory authorities and surveillance to monitor the safety and efficacy of the product candidate, may contain significant limitations related to use restrictions for specified age groups, warnings, precautions or contraindications, and may include burdensome post-approval study or risk management requirements. For example, the FDA may require a REMS in order to approve our product candidates, which could entail requirements for a medication guide, physician training and communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA or ex-U.S. regulatory authorities approve our product candidates, the manufacturing processes, labeling, packaging, distribution, AE reporting, storage, advertising, promotion, import, export and recordkeeping for our product candidates will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as on-going compliance with cGMPs or similar ex-U.S. requirements and GCP for any clinical trials that we conduct post-approval. In addition, CMOs and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMP regulations or similar ex-U.S. requirements and standards. If we or a regulatory agency discover previously unknown problems with a product, such as AEs of unanticipated severity or frequency, or problems with the facilities where the product is manufactured, a regulatory agency may impose restrictions on that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing. In addition, failure to comply with FDA and other comparable ex-U.S. regulatory requirements may subject our company to administrative or judicially imposed sanctions, including:

- delays in or the rejection of product approvals;
- restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials;

- restrictions on the products, manufacturers or manufacturing process;
- warning or untitled letters;
- civil and criminal penalties;
- injunctions;
- suspension or withdrawal of regulatory approvals;
- product seizures, detentions or import bans;
- voluntary or mandatory product recalls and publicity requirements;
- total or partial suspension of production; and
- imposition of restrictions on operations, including costly new manufacturing requirements.

The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates and generate revenue and could require us to expend significant time and resources in response and could generate negative publicity.

The FDA's and other regulatory authorities' policies may change, and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We also cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad.

The FDA and other regulatory agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses.

If any of our product candidates are approved and we are found to have improperly promoted off-label uses of those products, we may become subject to significant liability. The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about prescription products, such as our product candidates, if approved. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory agencies as reflected in the product's approved labeling. If we receive marketing approval for a product candidate, physicians may nevertheless prescribe it to their patients in a manner that is inconsistent with the approved label. If we are found to have promoted such off-label uses, we may become subject to significant liability. The U.S. federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

Disruptions at the FDA, the SEC and other government agencies caused by funding shortages or global health concerns could prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business.

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

Disruptions at the FDA and other agencies, such as the EMA, following its relocation to Amsterdam and resulting staff changes, may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, in recent years, including in 2018 and 2019, the U.S. government shut down several times and certain regulatory agencies, such as the FDA and the SEC, had to furlough critical employees and stop critical activities. Further, in our operations as a public company, future government shutdowns or delays could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

Separately, in response to COVID-19, the FDA postponed most inspections of domestic and ex-U.S. manufacturing facilities at various points. Even though the FDA has since resumed standard inspection operations, any resurgence of the virus or emergence of new variants may lead to further inspectional or administrative delays.

If we are unable to obtain accelerated approval or any other form of expedited development or review from the FDA or comparable ex-U.S. regulatory authorities, we may be required to conduct additional clinical trials beyond those that we contemplate, which could increase the expense of obtaining, and delay the receipt of, necessary marketing approvals. Even if we receive accelerated approval from the FDA, if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post-marketing requirements, the FDA may seek to withdraw accelerated approval.

We may in the future seek accelerated approval or another form of expedited development or review for one or more of our product candidates. Under the accelerated approval program, the FDA may grant accelerated approval to a product candidate designed to treat a serious or life-threatening condition that provides meaningful therapeutic benefit over available therapies upon a determination that the product candidate has an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease, such as irreversible morbidity or mortality. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign, or other measure that is thought to predict clinical benefit, but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. The accelerated approval pathway may be used in cases in which the advantage of a new drug over available therapy may not be a direct therapeutic advantage, but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval is usually contingent on the sponsor's agreement to conduct, in a diligent manner, additional confirmatory studies to verity and describe the drug's clinical benefit. If such confirmatory studies fail to confirm the drug's clinical benefit, the FDA may withdraw its approval of the drug on an expedited basis. In addition, in December 2022, the President signed the Food and Drug Omnibus Reform Act of 2022, which, among other things, provided the FDA new statutory authority to mitigate potential risks to patients from continued marketing of ineffective drugs previously granted accelerated approval, and additional oversight over confirmatory trials. Under these provisions, the FDA may, among other things, require a sponsor of a product seeking accelerated approval to have a confirmatory trial underway prior to such approval being granted.

In the EU, under the centralized procedure, the EMA's Committee for Medicinal Products for Human Use may perform an accelerated assessment of a marketing authorization application. Applicants requesting an accelerated assessment procedure must justify that the product candidate is expected to be of major public health interest, particularly from the point of view of therapeutic innovation.

Prior to seeking accelerated approval or another form of expedited development or review for any of our product candidates, we intend to seek feedback from the FDA or ex-U.S. regulatory authorities and will otherwise evaluate our ability to seek and receive accelerated approval or another form of expedited development or review. There can be no assurance that after our evaluation of the feedback and other factors we will decide to pursue or submit an NDA for accelerated approval or another form of expedited development, review or approval. Furthermore, if we decide to submit an application for accelerated approval or another form of expedited development, review or approval for our product candidates, there can be no assurance that such submission or application will be accepted or that any such expedited development, review or approval will be granted on a timely basis, or at all. The FDA or other comparable ex-U.S. regulatory authorities could also require us to conduct further studies prior to considering our application or granting approval of any type. A failure to obtain accelerated approval or any other form of expedited development, review or approval for our product candidate would result in a longer time period to commercialization of such product candidate, could increase the cost of development of such product candidate and could harm our competitive position in the marketplace.

We may face difficulties from changes to current regulations and future legislation.

Existing regulatory policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates and affect our ability to profitably sell our products for which we receive approval. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability.

For example, in March 2010, the ACA was passed, which substantially changes the way healthcare is financed by both the government and private insurers, and significantly impacts the U.S. pharmaceutical industry. Since its enactment, there have been judicial, executive and Congressional challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA without specifically ruling on the constitutionality of the ACA. Thus, the ACA will remain in effect in its current form. It is unclear how other healthcare reform measures will impact our business.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. These changes include the American Rescue Plan Act of 2021, which eliminated the statutory Medicaid drug rebate cap, beginning January 1, 2024. The rebate was previously capped at 100% of a drug's average manufacturer price.

Moreover, there has been heightened governmental scrutiny recently over the manner in which drug manufacturers set prices for their marketed products, which has resulted in several U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drug products. Most recently, on August 16, 2022, the IRA was signed into law. This statute marks the most significant action by Congress with respect to the pharmaceutical industry since adoption of the ACA in 2010. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (which first became due by certain manufacturers in 2023, as applicable); and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). The IRA permits the Secretary of HHS to implement many of these provisions through guidance, as opposed to regulation, for the initial years. On August 29, 2023, HHS announced the list of the first ten drugs that will be subject to price negotiations. HHS has issued and will continue to issue guidance implementing the IRA, although the Medicare drug price negotiation program is currently subject to legal challenges. While the impact of the IRA on the pharmaceutical industry cannot yet be fully determined, it is likely to be significant.

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

We expect that other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our product candidates.

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

Our relationships with healthcare professionals, clinical investigators, CROs and third party payors in connection with our current and future business activities may be subject to fraud and abuse laws and other healthcare laws and regulations.

Healthcare providers and third-party payors will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, clinical investigators, CROs, third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute our products for which we obtain marketing approval. Restrictions under applicable federal, state and ex-U.S. healthcare laws and regulations include the following:

- the federal Anti-Kickback Statute prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation;
- the federal false claims laws, including the civil False Claims Act, which can be enforced by private citizens through civil whistleblower or qui tam actions, prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. In addition, the government may assert that a claim including items or services resulting from a

violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, prohibits, among other things, executing or attempting to execute a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the federal Open Payments Act (formerly known as the Physician Payments Sunshine Act) requires applicable manufacturers of covered drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, with specific exceptions, to annually report to CMS information regarding payments and other transfers of value to physicians, as defined by such law, certain non-physician practitioners including physician assistants and nurse practitioners, and teaching hospitals, as well as information regarding ownership and investment interests held by physicians and their immediate family members. The information reported is publicly available on a searchable website, with disclosure required annually; and
- analogous state and ex-U.S. laws and regulations, such as state anti-kickback and false claims laws, may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers.

Some state laws require biotechnology companies to comply with the biotechnology industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and may require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures. Some state laws require biotechnology companies to report information on the pricing of certain drug products.

Actual or perceived failures to comply with applicable data protection, privacy and security laws, regulations, standards and other requirements could adversely affect our business, results of operations, and financial condition.

The global data protection landscape is rapidly evolving, and we are or may become subject to numerous state, federal and ex-U.S. laws, requirements and regulations governing the collection, use, disclosure, retention, and security of personal information, such as information that we may collect in connection with clinical trials. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or ex-U.S. laws or regulations, our internal policies and procedures or our contracts governing our processing of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation, any of which could have a material adverse effect on our business, results of operation, and financial condition.

In the United States, HIPAA imposes, among other things, certain standards relating to the privacy, security, transmission and breach reporting of individually identifiable health information. We do not believe that we are currently acting as a covered entity or business associate under HIPAA and thus are not directly subject to its requirements or penalties, but we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. Depending on the facts and circumstances, we could be subject to significant penalties if we violate HIPAA. For example, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, or collectively, the CCPA, requires covered businesses that process the personal information of California residents to, among other things: provide certain disclosures to California residents regarding the business's collection, use, and disclosure of their personal information; receive and respond to requests from California residents to access, delete, and correct their personal information, or to opt out of certain disclosures of their personal information, and enter into specific contractual provisions with service providers that process California resident personal information on the business's behalf. Similar laws have passed in other states, and are continuing to be proposed at the state and federal level, reflecting a trend toward more stringent privacy legislation in the United States. The enactment of such laws could have potentially conflicting requirements that would make compliance challenging. In the event that we are subject to or affected by HIPAA, the CCPA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.

Our operations abroad may also be subject to increased scrutiny or attention from data protection authorities. For instance, the EU General Data Protection Regulation, or GDPR, went into effect in May 2018 and imposes strict requirements for processing the personal data of individuals within the European Economic Area, or the EEA, or in the context of our activities in the EEA. In addition, some of the personal data we process in respect of clinical trial participants is special category

or sensitive personal data under the GDPR, and subject to additional compliance obligations and to local law derogations. Companies that must comply with the GDPR face increased compliance obligations and risk, including more robust regulatory enforcement of data protection requirements, administrative penalties and potential fines for noncompliance of up to €20 million or 4% of the annual global revenues of the noncompliant company, whichever is greater. In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease/ change our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/ or civil claims (including class actions). Among other requirements, the GDPR regulates transfers of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the United States, and the efficacy and longevity of current transfer mechanisms between the EEA and the United States remains uncertain. On July 10, 2023, the European Commission adopted its Adequacy Decision in relation to the new EU-US Data Privacy Framework, or the DPF, rendering the DPF effective as a GDPR transfer mechanism to U.S. entities self-certified under the DPF. We currently rely on the EU standard contractual clauses, the UK Addendum to the EU standard contractual clauses and the UK International Data Transfer Agreement, as relevant, to transfer personal data outside the EEA and the UK, including to the United States, with respect to both intragroup and third party transfers. We may also rely on individual consent to transfer personal data in certain circumstances. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. In particular, we expect the DPF Adequacy Decision to be challenged and international transfers to the United States and to other jurisdictions more generally to continue to be subject to enhanced scrutiny by regulators. As a result, we may have to make certain operational changes and we will have to implement revised standard contractual clauses and other relevant documentation for existing data transfers within required time frames.

Further, from January 1, 2021, we have had to comply with both the GDPR and also the UK GDPR, which, together with the amended UK Data Protection Act 2018, retains the GDPR in United Kingdom national law. The UK GDPR mirrors the fines under the GDPR, i.e., fines up to the greater of £17.5 million or 4% of global turnover. On October 12, 2023, the UK Extension to the DPF came into effect (as approved by the UK Government), as a data transfer mechanism to from the UK to U.S. entities self-certified under the DPF. As we continue to expand into other foreign countries and jurisdictions, we may be subject to additional laws and regulations that may affect how we conduct business.

Our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, CMOs, suppliers and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk that our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, CMOs, suppliers and vendors may engage in misconduct or other improper activities. Misconduct by these parties could include failures to comply with FDA and other ex-U.S. authorities regulations, provide accurate information to the FDA or ex-U.S. regulatory authorities, comply with federal, state and ex-U.S. health care fraud and abuse laws and regulations, accurately report financial information or data or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the health care industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Misconduct by these parties could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. It is not always possible to identify and deter misconduct by these parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, individual imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of hazardous and flammable materials, including chemicals and biological materials.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Our research and development activities could be affected or delayed as a result of possible restrictions on animal testing.

Certain laws and regulations require us to test our product candidates on animals before initiating clinical trials involving humans. Animal testing activities have been the subject of controversy and adverse publicity. Animal rights groups and other organizations and individuals have attempted to stop animal testing activities by pressing for legislation and regulation in these areas and by disrupting these activities through protests and other means. To the extent the activities of these groups are successful, our research and development activities may be interrupted, delayed or become more expensive.

Our business activities may be subject to the U.S. Foreign Corrupt Practices Act, or the FCPA, and similar anti-bribery and anti-corruption laws of other countries in which we operate, as well as U.S. and certain ex-U.S. export controls, trade sanctions, and import laws and regulations. Compliance with these legal requirements could limit our ability to compete in ex-U.S. markets and subject us to liability if we violate them.

If we further expand our operations outside of the United States, we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. Our business activities may be subject to the FCPA and similar anti-bribery or anti-corruption laws, regulations or rules of other countries in which we operate. The FCPA generally prohibits companies and their employees and third party intermediaries from offering, promising, giving or authorizing the provision of anything of value, either directly or indirectly, to a non-U.S. government official in order to influence official action or otherwise obtain or retain business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. Our business is heavily regulated and therefore involves significant interaction with public officials, including officials of non-U.S. governments. Additionally, in many other countries, hospitals owned and operated by the government, and doctors and other hospital employees would be considered ex-U.S. officials under the FCPA. Recently the SEC and the U.S. Department of Justice have increased their FCPA enforcement activities with respect to biotechnology and pharmaceutical companies. There is no certainty that all of our employees, agents or contractors, or those of our affiliates, will comply with all applicable laws and regulations, particularly given the high level of complexity of these laws. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, disgorgement, and other sanctions and remedial measures, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to offer our products in one or more countries and could materially damage our reputation, our brand, our international activities, our ability to attract and retain employees and our business, prospects, operating results and financial condition.

In addition, our products and activities may be subject to U.S. and ex-U.S. export controls, trade sanctions and import laws and regulations. Governmental regulation of the import or export of our products, or our failure to obtain any required import or export authorization for our products, when applicable, could harm our international sales and adversely affect our revenue. Compliance with applicable regulatory requirements regarding the export of our products may create delays in the introduction of our products in international markets or, in some cases, prevent the export of our products to some countries altogether. Furthermore, U.S. export control laws and economic sanctions prohibit the shipment of certain products and services to countries, governments, and persons targeted by U.S. sanctions. If we fail to comply with export and import regulations and such economic sanctions, penalties could be imposed, including fines and/or denial of certain export privileges. Moreover, any new export or import restrictions, new legislation or shifting approaches in the enforcement or scope of existing regulations, or in the countries, persons, or products targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export our products to existing or potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell access to our products would likely adversely affect our business.

Risks Related to Employee Matters, Managing Our Growth and Other Risks Related to Our Business

Our success is highly dependent on our ability to attract and retain highly skilled executive officers and employees.

To succeed, we must recruit, retain, manage and motivate qualified clinical, scientific, technical and management personnel, and we face significant competition for experienced personnel. We are highly dependent on the principal members of our management and scientific and medical staff. If we do not succeed in attracting and retaining qualified personnel, particularly at the management level, it could adversely affect our ability to execute our business plan and harm our operating results. In particular, the loss of one or more of our executive officers could be detrimental to us if we cannot recruit suitable replacements in a timely manner. The competition for qualified personnel in the biotechnology field is intense and as a result, we may be unable to continue to attract and retain qualified personnel necessary for the future success of our business. We could in the future have difficulty attracting experienced personnel to our company and may be required to expend significant financial resources in our employee recruitment and retention efforts.

Many of the other biotechnology companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide more diverse opportunities and better prospects for career advancement. Some of these characteristics may be more appealing to high-quality candidates than what we have to offer. If we are unable to continue to attract and retain high-quality personnel, the rate and success at which we can discover, develop and commercialize our product candidates will be limited and the potential for successfully growing our business will be harmed.

If we are unable to establish effective sales or marketing capabilities or enter into agreements with third parties to sell or market our product candidates, we may not be able to successfully sell or market our product candidates that obtain regulatory approval.

We have never commercialized a product candidate. In order to commercialize any product candidates, if approved, for which we retain commercialization rights, we must build marketing, sales, distribution, market access, managerial and other non-technical capabilities or make arrangements with third parties to perform these services for each of the territories in which we may have approval to sell or market our product candidates. We may not be successful in accomplishing these required tasks. In addition, for product candidates for which we do not retain commercialization rights, we will rely on the assistance of collaborators to successfully commercialize any product candidates that are approved.

Establishing internal sales, marketing and market access teams with technical expertise and supporting distribution capabilities to commercialize our product candidates will be expensive and time-consuming, and will require significant attention of our executives to manage. Factors that may affect our ability to commercialize our product candidates on our own include recruiting and retaining adequate numbers of effective sales and marketing personnel, obtaining access to or persuading adequate numbers of physicians to prescribe our product candidates and other unforeseen costs associated with creating an independent sales and marketing organization. Any failure or delay in the development of our internal sales, marketing, market access and distribution capabilities could adversely impact the commercialization of any of our product candidates that we obtain approval to market, especially if we also do not have arrangements in place with third parties to provide such services on our behalf. Alternatively, if we choose to collaborate, either globally or on a territory-by-territory basis, with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of our own sales force and distribution systems, we will be required to negotiate and enter into arrangements with such third parties relating to the proposed collaboration. If we are unable to enter into such arrangements when needed, on acceptable terms, or at all, we may not be able to successfully commercialize any of our product candidates that receive regulatory approval or any such commercialization may experience delays or limitations. If we are unable to successfully commercialize our approved product candidates, either on our own or through collaborations with one or more third parties, our future product revenue will suffer and we may incur significant additional losses.

In order to successfully implement our plans and strategies, we will need to grow the size of our organization, and we may experience difficulties in managing this growth.

In order to successfully implement our development and commercialization plans and strategies, and as we continue to operate as a public company, we expect to need additional managerial, operational, sales, marketing, financial, legal, compliance and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining and motivating additional employees;
- managing our internal development efforts effectively, including the clinical, FDA and other comparable ex-U.S. regulatory agencies' review process for our product candidates, while complying with any contractual obligations to contractors and other third parties we may have; and

- improving our operational, financial and management controls, reporting systems and procedures.

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

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including key aspects of clinical development and manufacturing. We cannot assure you that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by third party service providers is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain marketing approval of our product candidates or otherwise advance our business. We cannot assure you that we will be able to manage our existing third party service providers or find other competent outside contractors and consultants on economically reasonable terms, or at all.

If we are not able to effectively expand our organization by hiring new employees and/or engaging additional third party service providers, we may not be able to successfully implement the tasks necessary to further develop and commercialize our product candidates and, accordingly, may not achieve our research, development and commercialization goals.

Our business and operations may suffer in the event of information technology system failures, cyberattacks or deficiencies in our cybersecurity.

We collect and maintain information in digital form that is necessary to conduct our business, and we are increasingly dependent on information technology systems and infrastructure to operate our business, including our mobile and web-based applications. In the ordinary course of our business, we collect, store and transmit large amounts of confidential information, including intellectual property, proprietary business information, clinical trial data, and personal information, or collectively, Confidential Information, of customers and our employees and contractors.

Despite the implementation of security measures, our information systems and those of our current and any future contract research organizations, or CROs, CMOs and other contractors, consultants, collaborators and third-party service providers, are vulnerable to attack, damage and interruption from computer viruses and malware (e.g., ransomware), malicious code, misconfigurations, "bugs" or other vulnerabilities, natural disasters, terrorism, war, telecommunication and electrical failure, hacking, cyberattacks, phishing attacks and other social engineering schemes, employee theft or misuse, human error, fraud, denial or degradation of service attacks, sophisticated nation-state and nation-state-supported actors or unauthorized access or use by persons inside our organization, or persons with access to systems inside our organization. Attacks upon information technology systems are also increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. As a result of the continued hybrid working environment, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. Furthermore, because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. Even if identified, we may be unable to adequately investigate or remediate incidents or breaches due to attackers increasingly using tools and techniques that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence. There can be no assurance that our and our current and any future CROs', CMOs' and other contractors', consultants', collaborators' and third-party service provider's cybersecurity risk management program and processes, including policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems, networks and Confidential Information.

We and certain of our service providers are from time to time subject to cyberattacks and security incidents. If such an event were to occur and cause interruptions in our operations or result in the unauthorized acquisition of or access to our Confidential Information, it could result in a material disruption of our drug discovery and development programs. Some federal, state and ex-U.S. government requirements include obligations of companies to notify individuals of security breaches involving particular personally identifiable information, which could result from breaches experienced by us or by our vendors, contractors, or organizations with which we have formed strategic relationships. Notifications and follow-up actions related to a security breach could impact our reputation, cause us to incur significant costs, including legal expenses and remediation costs. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the lost data. We also rely on third parties to

manufacture our product candidates, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data, or inappropriate disclosure of Confidential Information, we could be exposed to litigation and governmental investigations, the further development and commercialization of our product candidates could be delayed, and we could be subject to significant fines or penalties for any noncompliance with certain state, federal and/or international privacy and security laws.

Our insurance policies may not be adequate to compensate us for the potential losses arising from any such disruption, failure or security breach. In addition, such insurance may not be available to us in the future on economically reasonable terms, or at all. Further, our insurance may not cover all claims made against us and could have high deductibles in any event, and defending a suit, regardless of its merit, could be costly and divert management attention.

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

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

Much like the federal Anti-Kickback Statute prohibition in the United States, the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in the EU. The provision of benefits or advantages to physicians is governed by the national laws of EU member states, such as the UK Bribery Act 2010. Infringement of these laws could result in substantial fines and imprisonment.

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

The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the EU provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost-effectiveness of any of our product candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no assurance that any country that has price controls or reimbursement limitations for biopharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products. Historically, products launched in the EU do not follow price structures of the United States and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If pricing is set at unsatisfactory levels or if reimbursement of our products is unavailable or limited in scope or amount, our revenues from sales and the potential profitability of any of our product candidates in those countries would be negatively affected.

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

Our results of operations could be adversely affected by general conditions in the U.S. and global economy and in the U.S. and global financial markets. For example, the recent global economic downturn has caused rising inflation and interest rates and has led to extreme volatility and disruptions in the capital and credit markets. A worsening or prolonged economic downturn or recession could result in a variety of risks to our business, including our ability to raise additional capital when needed on acceptable terms, if at all. There can be no assurance that further deterioration in credit and financial markets and

confidence in economic conditions will not occur. A weak or declining economy could also strain our suppliers, possibly resulting in supply disruption, and cause the prices of our supplies to increase or cause our customers to delay making payments for our services. In addition, current military conflicts could disrupt or otherwise adversely impact our operations and those of third parties upon which we rely. Related sanctions, export controls or other actions have and may in the future be initiated by nations including the U.S., the EU or Russia (e.g., potential cyberattacks, disruption of energy flows, etc.), which could adversely affect our business and/or our supply chain, our CROs, CMOs and other third parties with which we conduct business. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current economic climate and financial market conditions could adversely impact our business.

Business interruptions could adversely affect our operations.

Our operations are vulnerable to interruption by fire, severe weather conditions, power loss, telecommunications failure, terrorist activity, public health crisis and pandemic diseases and other natural and man-made disasters or events beyond our control. Our facilities are located in regions that experience severe weather from time to time. We have not undertaken a systematic analysis of the potential consequences to our business and financial results from a major tornado, flood, fire, earthquake, power loss, terrorist activity, public health crisis, pandemic diseases or other disasters and do not have a recovery plan for such disasters. In addition, we do not carry sufficient insurance to compensate us for actual losses from interruption of our business that may occur, and any losses or damages incurred by us could harm our business. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2023, we had U.S. federal and state net operating loss, or NOL, carryforwards of approximately $396.1 million and $193.0 million, respectively. $375.2 million of our U.S. federal NOLs were generated in taxable years beginning after December 31, 2017 and some can be carried forward indefinitely, but may only be used to offset up to 80% of our taxable income in future periods. This limitation may require us to pay U.S. federal income taxes in future years despite generating U.S. federal NOLs in prior years. Our U.S. federal NOLs generated in tax years beginning prior to January 1, 2018 are not subject to this limitation, but are only permitted to be carried forward for 20 taxable years under applicable U.S. federal tax law, and will start to expire in 2033 if not utilized. Our state NOLs begin to expire in 2033.

In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an "ownership change" (generally defined as a cumulative change in its ownership by one or more "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period), the corporation's ability to use its pre-ownership change federal NOLs and certain other pre-change tax attributes, including tax credits, to offset its post-change taxable income and income tax liabilities may be limited. Similar rules may apply under state tax laws. We may have experienced such ownership changes in the past and we may experience ownership changes in the future as a result of shifts in our stock ownership, some of which are outside our control. We have completed a Code Section 382 analysis through June 30, 2023 regarding the limitation of NOL carryforwards and other tax attributes. Under the Section 382 rules, we experienced ownership changes in 2015, 2019 and 2022. Additionally, several of our subsidiaries experienced an ownership change in 2020 based on the Section 382 rules for the time period prior to when we were a consolidated group for tax purposes. Our attributes are subject to annual limitations, and some could expire unused prior to expiration. There is a risk that additional ownership changes may occur in the future. If a future change in ownership occurs, our NOL carryforwards and other tax attributes could be limited or restricted. Additionally, our NOLs prior to the tax consolidation are also subject to the separate return loss year, or SRLY, rules. The SRLY rules may limit one member from offsetting taxable income with losses generated from another member prior to joining the consolidated group. Consequently, even if we attain profitability in the future, we may not be able to utilize a material portion of our NOLs and certain other tax attributes, which could have a material adverse effect on our cash flows and results of operations.

A variety of risks associated with marketing our product candidates internationally could materially adversely affect our business.

We plan to seek regulatory approval of our product candidates outside of the United States and, accordingly, we expect that we will be subject to additional risks related to operating in ex-U.S. countries if we obtain the necessary approvals, including:

- differing regulatory requirements and reimbursement regimes in ex-U.S. countries;
- unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements;
- economic weakness, including inflation, or political instability in particular ex-U.S. economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- ex-U.S. taxes, including withholding of payroll taxes;

- ex-U.S. currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- difficulties staffing and managing ex-U.S. operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- potential liability under the FCPA or comparable ex-U.S. regulations;
- challenges enforcing our contractual and intellectual property rights, especially in those ex-U.S. countries that do not respect and protect intellectual property rights to the same extent as the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geopolitical actions, including war and terrorism.

These and other risks associated with our international operations may materially adversely affect our ability to attain or maintain profitable operations.

If we engage in future acquisitions or strategic partnerships, this may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks.

From time to time, we may evaluate various acquisition opportunities and strategic partnerships, including licensing or acquiring complementary products, intellectual property rights, technologies or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of additional indebtedness or contingent liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management's attention from our existing programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel and uncertainties in our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and marketing approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions or pursue partnerships in the future, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. Moreover, we may not be able to locate suitable acquisition opportunities, and this inability could impair our ability to grow or obtain access to technology or products that may be important to the development of our business.

The requirements of being a public company may strain our resources, result in more litigation and divert management's attention.

As a public company, we are and will continue to be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq and other applicable securities rules and regulations. Complying with these rules and regulations has increased and will increase our legal and financial compliance costs, make some activities more difficult, time consuming or costly and increase demand on our systems and resources. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are required to disclose changes made in our internal control over financial reporting on a quarterly basis. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business and operating results. We may also need to hire additional employees or engage outside consultants to comply with these requirements, which will increase our costs and expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure, including new disclosure requirements surrounding cybersecurity risk and governance, are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We have invested and intend to continue to invest in resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

These new rules and regulations may make it more expensive for us to obtain director and officer liability insurance and, in the future, we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our Board of Directors, particularly to serve on our Audit Committee and Compensation Committee, and qualified executive officers. By disclosing information in filings required of us as a public company, our business and financial condition will continue to become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If those claims are successful, our business could be seriously harmed. Even if the claims do not result in litigation or are resolved in our favor, the time and resources needed to resolve them could divert our management's resources and seriously harm our business.

A portion of our manufacturing of our lead product candidates takes place in ex-U.S. countries, including China, through third-party manufacturers. A significant disruption in the operation of those manufacturers, a trade war or political unrest in such ex-U.S. countries, including China, could materially adversely affect our business, financial condition and results of operations.

We currently contract manufacturing operations to third parties, and clinical quantities of our lead product candidates are manufactured by certain of these third parties outside the United States, including in China, and we expect to continue to use such third-party manufacturers for such product candidates. Any disruption in production or inability of our manufacturers in such ex-U.S. countries, including in China, to produce adequate quantities to meet our needs, whether as a result of a natural disaster or other causes, could impair our ability to operate our business on a day-to-day basis and to continue our development of our product candidates. Furthermore, since these manufacturers are located outside the United States, we are exposed to the possibility of product supply disruption and increased costs in the event of changes in the policies of the United States or ex-U.S. governments, political unrest or unstable economic conditions in such ex-U.S. countries, including in China. For example, a trade war could lead to tariffs on the chemical intermediates we use that are manufactured in China. Any of these matters could materially and adversely affect our business and results of operations. In addition, manufacturing interruptions or failure to comply with regulatory requirements by any of these manufacturers could significantly delay clinical development of potential products and reduce third-party or clinical researcher interest and support of proposed trials. These interruptions or failures could also impede commercialization of our product candidates and impair our competitive position. Further, we may be exposed to fluctuations in the value of the local currency in the ex-U.S. countries. Future appreciation of the local currency could increase our costs. In addition, our labor costs could continue to rise as wage rates increase due to increased demand for skilled laborers and the availability of skilled labor declines in the ex-U.S. countries, including in China.

Risks Related to Our Intellectual Property

Our success depends on our ability to protect our intellectual property and our proprietary platform.

Our commercial success depends in part on our ability to obtain and maintain patent protection and trade secret protection for our product candidates, proprietary technologies and their uses, our and our licensors' or licensees' ability to operate without infringing the proprietary rights of others, and our and our licensors' or licensees' ability to successfully defend our patents, including those that we have in-licensed or out-licensed, against third-party challenges. If we or our licensors or licensees are unable to protect our intellectual property rights or if our intellectual property rights are inadequate for our technology or our product candidates, our competitive position could be harmed. We and our licensors or licensees generally seek to protect our proprietary position by filing patent applications in the United States and outside of the United States related to our product candidates, proprietary technologies and their uses that are important to our business. Our patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. There can be no assurance that our

patent applications will result in patents being issued or that issued patents will afford sufficient protection against competitors with similar technology, nor can there be any assurance that the patents, if issued, will be infringed or will not be designed around by third parties. Even issued patents may later be found invalid or unenforceable or may be modified or revoked in proceedings instituted by third parties before various patent offices or in courts. The degree of future protection for our and our licensors' or licensees' proprietary rights is uncertain. Only limited protection may be available and may not adequately protect our or our licensors' or licensees' rights or permit us or our licensors or licensees to gain or keep any competitive advantage. These uncertainties and/or limitations in our and our licensors' or licensees' ability to properly protect the intellectual property rights relating to our product candidates could have a material adverse effect on our financial condition and results of operations.

Although we license issued patents in the United States and ex-U.S. countries, we cannot be certain that the claims in our other U.S. pending patent applications, corresponding international patent applications and patent applications in certain ex-U.S. countries will be considered patentable by the USPTO, courts in the United States or by the patent offices and courts in ex-U.S. countries, nor can we be certain that the claims in our issued patents will not be found invalid or unenforceable if challenged.

The patent application process is subject to numerous risks and uncertainties, and there can be no assurance that we or our licensors or licensees or any of our potential future collaborators will be successful in protecting our product candidates by obtaining and defending patents. These risks and uncertainties include the following:

- the USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process, the noncompliance with which can result in abandonment or lapse of a patent or patent application, and partial or complete loss of patent rights in the relevant jurisdictions;
- patent applications may not result in any patents being issued;
- patents may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable or otherwise may not provide any competitive advantage;
- our competitors, many of whom have substantially greater resources than we or our licensors or licensees do and many of whom have made significant investments in competing technologies, may seek, may have filed patent applications, or may have already obtained patents that will limit, interfere with or block our ability to make, use and sell our product candidates;
- there may be significant pressure on the U.S. and ex-U.S. governments and international governmental bodies to limit the scope of patent protection both inside and outside the United States for disease treatments that prove successful, as a matter of public policy regarding worldwide health concerns; and
- countries other than the United States may have patent laws less favorable to patentees than those upheld by U.S. courts, allowing ex-U.S. competitors a better opportunity to create, develop and market competing products.

The patent prosecution process is also expensive and time-consuming, and we or our licensors or licensees may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner or in all jurisdictions where protection may be commercially advantageous. It is also possible that we or our licensors or licensees may not identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, directed to technology that we out-license or in-license, including those which we out-license to our licensees and those which we in-license from our licensors and from third parties. We also may require the cooperation of our licensors or licensees in order to enforce the licensed patent rights, and such cooperation may not be provided. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. We cannot be certain that patent prosecution and maintenance activities by our licensors or licensees have been or will be conducted in compliance with applicable laws and regulations, which may affect the validity and enforceability of such patents or any patents that may issue from such applications. If they fail to do so, this could cause us to lose rights in any applicable intellectual property that we in-license or out-license, and as a result our and our licensees' ability to develop and commercialize products or product candidates may be adversely affected and we and our licensees may be unable to prevent competitors from making, using and selling competing products.

In addition, although we enter into non-disclosure and confidentiality agreements with parties who have access to patentable aspects of our research and development output, such as our employees, outside scientific collaborators, CROs, CMOs, consultants, advisors, licensors, licensees, and other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection.

If we fail to comply with our obligations in the agreements under which we license intellectual property rights from our licensors and third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose license rights that are important to our business.

We are a party to license agreements under which we are granted rights to intellectual property that are important to our business and we may enter into additional license agreements in the future. For example, our wholly owned subsidiary, ZMI, is party to a license agreement with Recurium IP under which we have an exclusive license to certain intellectual property rights, including certain intellectual property covering azenosertib and ZN-d5.

This and our other existing license agreements impose on us, and we expect that any future license agreements where we in-license intellectual property will impose on us, various development, regulatory and/or commercial diligence obligations, payment of milestones and/or royalties and other obligations. If we fail to comply with our obligations under these agreements, or we are subject to bankruptcy-related proceedings, the licensors may have the right to terminate the licenses, in which event we would not be able to market products covered by the licenses.

We may need to obtain licenses from third parties to advance our research or allow commercialization of our product candidates, and we cannot provide any assurances that third-party patents do not exist that might be enforced against our product candidates in the absence of such a license. We may fail to obtain any of these licenses on commercially reasonable terms, if at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology. If we are unable to do so, we may be unable to develop or commercialize the affected product candidates, which could materially harm our business and the third parties owning such intellectual property rights could seek either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties and/or other forms of compensation. Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. Disputes may arise between us and our licensors regarding intellectual property subject to a license agreement, including:

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

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may not be able to successfully develop and commercialize the affected product candidates, which would have a material adverse effect on our business.

In addition, certain of our agreements may limit or delay our ability to consummate certain transactions, may impact the value of those transactions, or may limit our ability to pursue certain activities. For example, if we choose to sublicense or assign to any third parties certain patent rights exclusively in-licensed under the Recurium Agreement, we may be required to pay to Recurium a specified percentage of certain sublicensing income to be received in connection with such transaction.

If the scope of any patent protection our licensors or licensees obtain is not sufficiently broad, or if our licensors or licensees lose any of the patent protection we license, our ability to prevent our competitors from commercializing similar or identical product candidates would be adversely affected.

The patent position of biopharmaceutical companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. As a result, the existence, issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued that protect our product candidates or that effectively prevent others from commercializing competitive product candidates.

Moreover, the scope of claims in a patent application can be significantly reduced before any claims in a patent issue, and claim scope can be reinterpreted after issuance. Even if patent applications we license currently or in the future issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us, or otherwise provide us with any competitive advantage. Any patents that we license may be challenged or

circumvented by third parties or may be narrowed or invalidated as a result of challenges by third parties. Consequently, we do not know whether our product candidates will be protectable or remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner, which could materially adversely affect our business, financial condition, results of operations and prospects.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our in-licensed patents may not cover our product candidates or may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a third party pre-issuance submission of prior art to the USPTO, or become involved in opposition, derivation, revocation, reexamination, post-grant review, or PGR, and inter partes review, or IPR, or other similar proceedings in the USPTO or ex-U.S. patent offices challenging our patent rights. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to validity of our patents, for example, we cannot be certain that there is no invalidating prior art, of which we or our licensors or licensees and the patent examiner were unaware during prosecution. There is no assurance that all potentially relevant prior art relating to our patents and patent applications or those of our licensors or licensees has been found. There is also no assurance that there is not prior art of which we or licensors or licensees were or are aware of, but which we do not believe affects the validity or enforceability of a claim in our patents and patent applications or those of our licensors or licensees , which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate or render unenforceable, our patent rights, allow third parties to commercialize our product candidates and compete directly with us, without payment to us. Such loss of in-licensed patent rights, loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our product candidates. Such proceedings also may result in substantial costs and require significant time from our scientists and management, even if the eventual outcome is favorable to us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

The patent protection and patent prosecution for some of our product candidates may be dependent on our licensors or licensees and third parties.

We or our licensors or licensees may fail to identify patentable aspects of inventions made in the course of development and commercialization activities before it is too late to obtain patent protection on them. Therefore, we may miss potential opportunities to strengthen our patent position. It is possible that defects as to form in the preparation or filing of our patents or patent applications may exist, or may arise in the future, for example with respect to proper priority claims, inventorship, written descriptions, claim scope, or requests for patent term adjustments, patent term extensions or any foreign equivalents thereof. If we or our licensors or licensees , whether current or future, fail to establish, maintain or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If our licensors or licensees are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, such patent rights could be compromised. If there are material defects in the form, preparation, prosecution, or enforcement of our licensed patents or patent applications, such patents may be invalid and/or unenforceable, and such applications may never result in valid, enforceable patents. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

As a licensee or licensor, we may rely on third parties to file and prosecute patent applications and maintain patents and otherwise protect the licensed intellectual property under some of our license agreements. We may not have primary control over these activities for certain of our patents or patent applications and other intellectual property rights. We cannot be certain that such activities by third parties have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents or other intellectual property rights. Pursuant to the terms of the license agreements with some of our licensors or licensees , the licensors or licensees may have the right to control enforcement of our licensed patents or defense of any claims asserting the invalidity of these patents and even if we are permitted to pursue such enforcement or defense, we will require the cooperation of our licensors or licensees . We cannot be certain that our licensors or licensees will allocate sufficient resources or prioritize their or our enforcement of such patents or defense of such claims to protect our interests in the licensed patents. Even if we are not a party to these legal actions, an adverse outcome could harm our business because it might prevent us from continuing to license intellectual property that we may need to operate our business. If any of our licensors or licensees or any of our future licensors or licensees or future collaborators fails to appropriately prosecute and maintain patent protection for patents covering any of our product candidates, our ability to develop and commercialize those product candidates may be adversely affected and we may not be able to prevent competitors from making, using and selling competing products.

In addition, even where we have the right to control patent prosecution of patents and patent applications we have acquired or licensed from third parties, we may still be adversely affected or prejudiced by actions or inactions of our licensors or licensees and their counsel that took place prior to us assuming control over patent prosecution.

Our technology acquired or licensed from various third parties, including our licensors, may be subject to retained rights. Our licensors often retain certain rights under their agreements with us, including the right to use the underlying technology for use in fields other than the fields licensed to us or for use in noncommercial academic and research use, to publish general scientific findings from research related to the technology, and to make customary scientific and scholarly disclosures of information relating to the technology. It is difficult to monitor whether our licensors limit their use of the technology to these uses, and we could incur substantial expenses to enforce our rights to our licensed technology in the event of misuse.

If we are limited in our ability to utilize acquired or licensed technologies, or if we lose our rights to critical licensed technology, we may be unable to successfully develop, out-license, market and sell our products, which could prevent or delay new product introductions. Our business strategy depends on the successful development of licensed and acquired technologies into commercial products. Therefore, any limitations on our ability to utilize these technologies may impair our ability to develop, out-license or market and sell our product candidate.

Some of our intellectual property may be subject to federal regulations such as "march-in" rights, certain reporting requirements and a preference for U.S.-based companies if it is determined that our intellectual property has been discovered through government-funded programs. Compliance with such regulations may limit our exclusive rights, and limit our ability to contract with non-U.S. manufacturers.

Some of the intellectual property rights we have acquired or licensed or may acquire or license in the future may have been generated through the use of U.S. government funding and may therefore be subject to certain federal regulations. These U.S. government rights include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U.S. government has the right, under certain limited circumstances, to require us to grant exclusive, partially exclusive, or non-exclusive licenses to any of these inventions to a third party if it determines that: (i) adequate steps have not been taken to commercialize the invention; (ii) government action is necessary to meet public health or safety needs; or (iii) government action is necessary to meet requirements for public use under federal regulations (also referred to as "march-in rights"). The U.S. government also has the right to take title to these inventions if the grant recipient fails to disclose the invention to the government or fails to file an application to register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us to expend substantial resources. In addition, the U.S. government requires that any products embodying any of these inventions or produced through the use of any of these inventions be manufactured substantially in the United States. This preference for U.S. industry may be waived by the federal agency that provided the funding if the owner or assignee of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for U.S. industry may limit our ability to contract with non-U.S. product manufacturers for products relating to such intellectual property. To the extent any of our future intellectual property is also generated through the use of U.S. government funding, the provisions of the Bayh-Dole Act may similarly apply.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

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

- others may be able to develop products that are similar to our product candidates but that are not covered by the claims of the patents that we own or license;
- we or our licensors might not have been the first to make the inventions covered by the issued patents or patent application that we own or license;
- we or our licensors or licensees might not have been the first to file patent applications covering certain of our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our licensors' or licensees' pending patent applications will not lead to issued patents;
- issued patents that we own or license may be held invalid or unenforceable, as a result of legal challenges by our competitors;

- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable; and
- the patents of others may have an adverse effect on our business.
- Should any of these events occur, it could significantly harm our business, results of operations and prospects.

Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties. Claims by third parties that we infringe their proprietary rights may result in liability for damages or prevent or delay our developmental and commercialization efforts.

Our commercial success depends in part on avoiding infringement of the patents and proprietary rights of third parties. However, our research, development and commercialization activities may be subject to claims that we infringe or otherwise violate patents or other intellectual property rights owned or controlled by third parties. Other entities may have or obtain patents or proprietary rights that could limit, interfere or block our ability to make, use, sell, offer for sale or import our product candidates and products that may be approved in the future, or impair our competitive position. There is a substantial amount of litigation and administrative proceedings, both within and outside the United States, involving patent and other intellectual property rights in the biopharmaceutical industry, including patent invalidity and infringement lawsuits, oppositions, reexaminations, IPR proceedings and PGR proceedings before the USPTO, ex-U.S. patent offices and/or in a court of law. Numerous third-party U.S. and ex-U.S. issued patents and pending patent applications exist in the fields in which we are developing product candidates. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates.

As the biopharmaceutical industry expands and more patents issue, the risk increases that our product candidates may be subject to claims of infringement of the patent rights of third parties. Because patent applications are maintained as confidential for a certain period of time, until the relevant application is published we may be unaware of third-party patents that may be infringed by commercialization of any of our product candidates, and we cannot be certain that we were the first to file a patent application related to a product candidate or technology. Moreover, because patent applications can take many years to issue, there may be currently pending patent applications that may later result in issued patents that our product candidates may infringe. In addition, identification of third-party patent rights that may be relevant to our technology is difficult because patent searching is imperfect due to differences in terminology among patents, incomplete databases and the difficulty in assessing the meaning of patent claims. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes these patents. Any claims of patent infringement asserted by third parties would be time consuming and could:

- result in costly litigation that may cause negative publicity;
- divert the time and attention of our technical personnel and management;
- cause development delays;
- prevent us from commercializing any of our product candidates until the asserted patent expires or is held finally invalid or unenforceable or not infringed in a court of law;
- require us to develop non-infringing technology, which may not be possible on a cost-effective basis;
- subject us to significant liability to third parties; or
- require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all, or which might be non-exclusive, which could result in our competitors gaining access to the same technology.

Although no third party has asserted a claim of patent infringement against us as of the date of this periodic report, others may hold proprietary rights that could prevent our product candidates from being marketed. Any patent-related legal action against us claiming damages and seeking to enjoin activities relating to our product candidates or processes could subject us to potential liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or develop our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of management and employee resources from our business. We cannot predict whether we would prevail in any such actions or that any license required under any of these patents would be made available on commercially acceptable terms, if at all. Moreover, even if we or our future strategic partners were able to obtain a license, the rights may be nonexclusive, which could result in our competitors gaining access to the same intellectual property. In addition, we cannot be certain that we could redesign our product candidates or processes to avoid infringement, if necessary. Accordingly, an adverse determination in a judicial or administrative proceeding, or the failure to obtain necessary licenses, could prevent us from developing and commercializing our product candidates, which could harm our business, financial condition and operating results.

Parties making claims against us may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise additional funds or otherwise have a material adverse effect on our business, results of operations, financial condition and prospects.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time-consuming and unsuccessful. Further, our issued patents could be found invalid or unenforceable if challenged in court.

Competitors may infringe our intellectual property rights or those of our licensors. To prevent infringement or unauthorized use, we and/or our licensors or licensees may be required to file infringement claims, which can be expensive and time-consuming. Further, our licensors or licensees may need to file infringement claims, but they may elect not file such claims. In addition, in a patent infringement proceeding, a court may decide that a patent we own or license is not valid, is unenforceable and/or is not infringed. If we or any of our licensors or licensees or potential future collaborators were to initiate legal proceedings against a third party to enforce a patent directed at one of our product candidates, the defendant could assert that our patent is invalid, not infringed and/or unenforceable in whole or in part. In patent litigation, defendant allegations of invalidity and/or unenforceability of asserted patents are commonplace. Grounds for a validity challenge include an alleged failure to meet any of several statutory requirements, including patent-ineligible subject matter, lack of utility, lack of novelty, obviousness or lack of written description, or non-enablement. Grounds for an unenforceability assertion could include an allegation that someone connected with prosecution of the patent intentionally withheld material information from the USPTO or an ex-U.S. patent office or made a misleading statement during prosecution.

If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on such product candidate. In addition, if the breadth or strength of protection provided by our patents and patent applications or those of our licensors is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates. Such a loss of patent protection would have a material adverse impact on our business.

Even if resolved in our favor, litigation or other legal proceedings relating to our intellectual property rights may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or other legal proceedings relating to our intellectual property rights, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or other proceedings.

Intellectual property litigation may lead to unfavorable publicity that harms our reputation and causes the market price of our common shares to decline.

During the course of any intellectual property litigation, there could be public announcements of the initiation of the litigation as well as results of hearings, rulings on motions, and other interim proceedings in the litigation. If securities analysts or investors regard these announcements as negative, the perceived value of our existing products, programs or intellectual property could be diminished. Accordingly, the market price of shares of our common stock may decline. Such announcements could also harm our reputation or the market for our future products, which could have a material adverse effect on our business.

Derivation or interference proceedings may be necessary to determine priority of inventions, and an unfavorable outcome may require us to cease using the related technology or to attempt to license rights from the prevailing party.

Derivation or interference proceedings provoked by third parties or brought by us or our licensors or licensees, or declared by the USPTO or similar proceedings in ex-U.S. patent offices may be necessary to determine the priority of inventions with respect to our or our licensors’ or licensees' patents or patent applications. An unfavorable outcome could

require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our or our licensors' or licensees' defense of such proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. In addition, the uncertainties associated with such proceedings could have a material adverse effect on our ability to raise the funds necessary to continue our clinical trials, continue our research programs, license necessary technology from third parties or enter into development or manufacturing partnerships that would help us bring our product candidates to market.

Patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

In September 2011, the Leahy-Smith America Invents Act, or Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications are prosecuted and also affect patent litigation. In particular, under the Leahy-Smith Act, the United States transitioned in March 2013 to a "first inventor to file" system in which, assuming that other requirements of patentability are met, the first inventor to file a patent application will be entitled to the patent regardless of whether a third party was first to invent the claimed invention. A third party that files a patent application in the USPTO after March 2013 but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by such third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application. Furthermore, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Since patent applications in the United States and most other countries are confidential for a period of time after filing or until issuance, we cannot be certain that we were the first to either (1) file any patent application related to our product candidates or (2) invent any of the inventions claimed in our patents or patent applications.

The Leahy-Smith Act also includes a number of significant changes that affect the way patent applications are prosecuted and also affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO administered post-grant proceedings, including PGR, IPR, and derivation proceedings. An adverse determination in any such submission or proceeding could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position.

Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in United States federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. Thus, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our or our licensors' patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Changes in U.S. patent law, or laws in other countries, could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involves a high degree of technological and legal complexity. Therefore, obtaining and enforcing biopharmaceutical patents is costly, time-consuming and inherently uncertain. Changes in either the patent laws or in the interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property and may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. In addition, Congress or other ex-U.S. legislative bodies may pass patent reform legislation that is unfavorable to us.

For example, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our or our licensors' or licensees ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the U.S. federal courts, the USPTO, or similar authorities in ex-U.S. jurisdictions, the laws and regulations governing patents could change in unpredictable ways that would weaken our or our licensors' or licensees' ability to obtain new patents or to enforce our existing patents and patents we might obtain in the future.

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

We or our licensors or licensees may be subject to claims that former employees or other third parties have an ownership interest in our patents or other intellectual property. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we or our licensors or licensees fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could have a material adverse effect on our business. Even if we or our licensors or licensees are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

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

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

If we or our licensors or licensees do not obtain patent term extension for our product candidates, our business may be materially harmed.

Depending upon the timing, duration and specifics of FDA marketing approval of our product candidates, one or more of our U.S. patents may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. A maximum of one patent may be extended per FDA-approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only those claims covering such approved drug product, a method for using it for an FDA-approved indication or a method for manufacturing it may be extended. Patent term extension or equivalents thereof may also be available in certain ex-U.S. countries upon regulatory approval of our product candidates. However, we or our licensors or licensees may not be granted an extension because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we or our licensors or licensees are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our revenue could be reduced, possibly materially. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

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

Although we have issued patents and pending patent applications in the United States and certain other countries, filing, prosecuting and defending patents in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some ex-U.S. countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we or our licensors or licensees have patent protection but enforcement is not as strong as that in the United States. These products may compete with our product candidates, and our or our licensors' or licensees' patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in ex-U.S. jurisdictions. The legal systems of many ex-U.S. countries do not favor the enforcement of patents and other intellectual property protection, which could make it difficult for us to stop the infringement of our or our licensors' or licensees' or licensees' patents or marketing of competing products in violation of our proprietary rights. Proceedings to enforce our or our

licensors' or licensees' patent rights in ex-U.S. jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our or our licensors' or licensees' patents at risk of being invalidated or interpreted narrowly and our or our licensors' or licensees' patent applications at risk of not issuing and could provoke third parties to assert claims against us. We or our licensors or licensees may not prevail in any lawsuits that we or our licensors or licensees initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our or our licensors' or licensees' efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or our licensors or licensees are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected.

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

Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and/or applications will be due to the USPTO and various ex-U.S. patent offices at various points over the lifetime of our patents and/or applications. We have systems in place to remind us to pay these fees, and we rely on third parties to pay these fees when due. Additionally, the USPTO and various ex-U.S. patent offices require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with rules applicable to the particular jurisdiction. However, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If such an event were to occur, it could have a material adverse effect on our business.

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

In addition, we rely on the protection of our trade secrets, including unpatented know-how, technology and other proprietary information to maintain our competitive position. Although we have taken steps to protect our trade secrets and unpatented know-how, including entering into confidentiality agreements with third parties, and confidential information and inventions agreements with employees, consultants, licensors, licensees and advisors, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

Moreover, third parties may still obtain this information or may come upon this or similar information independently, and we would have no right to prevent them from using that technology or information to compete with us. If any of these events occurs or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced and our competitive position would be harmed. If we or our licensors or licensees do not apply for patent protection prior to public disclosure or if we cannot otherwise maintain the confidentiality of our proprietary technology and other confidential information, then our ability to obtain patent protection or to protect our trade secret information may be jeopardized.

We may be subject to claims that we have wrongfully hired an employee from a competitor or that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets of their former employers.

As is common in the biopharmaceutical industry, in addition to our employees, we engage the services of consultants to assist us in the development of our product candidates. Many of these consultants, and many of our employees, were previously employed at, or may have previously provided or may be currently providing consulting services to, other biopharmaceutical companies including our competitors or potential competitors. We may become subject to claims that we, our employees or a consultant inadvertently or otherwise used or disclosed trade secrets or other information proprietary to their former employers or their former or current clients. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel, which could

adversely affect our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management team and other employees.

Risks Related to Our Dependence on Third Parties

We rely, and expect to continue to rely, on third parties, including independent clinical investigators and CROs, to conduct certain aspects of our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could be substantially harmed.

We have relied upon and plan to continue to rely upon third parties, including independent clinical investigators and third-party CROs, to conduct certain aspects of our preclinical studies and clinical trials and to monitor and manage data for our ongoing preclinical and clinical programs. We rely on these parties for execution of our preclinical studies and clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies and trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on these third parties does not relieve us of our regulatory responsibilities. We and our third-party contractors, including CROs, are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA and comparable ex-U.S. regulatory authorities for all of our product candidates in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of these third parties or our CROs fail to comply with applicable GCPs, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable ex-U.S. regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP regulations. In addition, our clinical trials must be conducted with product produced under cGMP regulations and similar ex-U.S. requirements. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be adversely affected if any of these third parties violates federal, state or ex-U.S. fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Further, these investigators, CROs and other third parties are not our employees and we will not be able to control, other than by contract, the amount of resources, including time, which they devote to our product candidates and clinical trials. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could affect their performance on our behalf. If independent investigators or CROs fail to devote sufficient resources to the development of our product candidates, or if CROs do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, our results of operations and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed or precluded entirely.

Our CROs have the right to terminate their agreements with us in the event of an uncured material breach. In addition, some of our CROs have an ability to terminate their respective agreements with us if it can be reasonably demonstrated that the safety of the subjects participating in our clinical trials warrants such termination, if we make a general assignment for the benefit of our creditors or if we are liquidated.

If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or to do so on commercially reasonable terms. Switching or adding additional CROs involves additional cost and requires management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines. Additionally, CROs may lack the capacity to absorb higher workloads or take on additional capacity to support our needs. Though we carefully manage our relationships with our CROs, there can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

We contract with third parties for the manufacture of our product candidates for preclinical studies and our ongoing clinical trials, and expect to continue to do so for additional clinical trials and ultimately for commercialization. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or drugs or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not currently have the infrastructure or internal capability to manufacture supplies of our product candidates for use in development and commercialization. We rely, and expect to continue to rely, on third-party manufacturers for the production of our product candidates for preclinical studies and clinical trials under the guidance of members of our organization. We do not have long-term supply agreements, and we purchase our required supply on a purchase order basis. Furthermore, the raw materials for our product candidates are sourced, in some cases, from a single-source supplier. We currently mitigate potential supply risks for azenosertib and ZN-d5, if any, through inventory management. If we were to experience an unexpected loss of supply of any of our product candidates or any of our future product candidates for any reason, whether as a result of manufacturing, supply or storage issues or otherwise, we could experience delays, disruptions, suspensions or terminations of, or be required to restart or repeat, any pending or ongoing clinical trials.

We expect to continue to rely on third-party manufacturers for the commercial supply of any of our product candidates for which we obtain marketing approval. We may be unable to maintain or establish required agreements with third-party manufacturers or to do so on acceptable terms. Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- the failure of the third-party manufacturers to manufacture our product candidates according to our schedule, or at all, including if our third-party manufacturers give greater priority to the supply of other products over our product candidates or otherwise do not satisfactorily perform according to the terms of the agreements between us and them;
- the reduction or termination of production or deliveries by suppliers, or the raising of prices or renegotiation of terms;
- the termination or nonrenewal of arrangements or agreements by our third-party manufacturers at a time that is costly or inconvenient for us;
- the breach by the third-party manufacturers of our agreements with them;
- the failure of third-party manufacturers to comply with applicable regulatory requirements;
- the failure of the third-party manufacturers to manufacture our product candidates according to our specifications;
- the mislabeling of clinical supplies, potentially resulting in the wrong dose amounts being supplied or active drug or placebo not being properly identified;
- clinical supplies not being delivered to clinical sites on time, leading to clinical trial interruptions, or of drug supplies not being distributed to commercial vendors in a timely manner, resulting in lost sales; and
- the misappropriation of our proprietary information, including our trade secrets and know-how.

We do not have complete control over all aspects of the manufacturing process of, and are dependent on, our third-party contract manufacturing partners for compliance with cGMP regulations or similar ex-U.S. requirements for manufacturing both active drug substances and finished drug products. Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside of the United States. If our third-party contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, they will not be able to secure and/or maintain marketing approval for the use of their manufacturing facilities for the manufacture of our product candidates. In addition, we do not have control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or a comparable ex-U.S. regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain marketing approval for or market our product candidates, if approved. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates or drugs and harm our business and results of operations. Our current and anticipated future dependence upon others for the manufacture of our product candidates or drugs may adversely affect our future profit margins and our ability to commercialize any product candidates that receive marketing approval on a timely and competitive basis.

The manufacture of drugs is complex and our third-party manufacturers may encounter difficulties in production. If any of our third-party manufacturers encounter such difficulties, our ability to provide adequate supply of our product candidates for clinical trials or our products for patients, if approved, could be delayed or prevented.

Manufacturing drugs, especially in large quantities, is complex and may require the use of innovative technologies. Each lot of an approved drug product must undergo thorough testing for identity, strength, quality, purity and potency. Manufacturing drugs requires facilities specifically designed for and validated for this purpose, and sophisticated quality assurance and quality control procedures are necessary. Slight deviations anywhere in the manufacturing process, including filling, labeling, packaging, storage and shipping and quality control and testing, may result in lot failures, stock recovery or

spoilage. Any stock recovery of the manufacturing lots or similar action regarding our product candidates used in clinical trials could delay the trials or detract from the integrity of the trial data and its potential use in future regulatory filings. When changes are made to the manufacturing process, we may be required to provide preclinical and clinical data showing the comparable identity, strength, quality, purity or potency of the products before and after such changes. If microbial, viral or other contaminations are discovered at the facilities of our manufacturer, such facilities may need to be closed for an extended period of time to investigate and remedy the contamination, which could delay clinical trials and adversely harm our business. The use of biologically derived ingredients can also lead to allegations of harm, including infections or allergic reactions, or closure of product facilities due to possible contamination. If our manufacturers are unable to produce sufficient quantities for clinical trials or for commercialization as a result of these challenges, or otherwise, our development and commercialization efforts would be impaired, which would have an adverse effect on our business, financial condition, results of operations and growth prospects.

If we decide to establish collaborations in the future, but are not able to establish those collaborations on commercially reasonable terms, we may have to alter our development and commercialization plans.

Our drug development programs and the potential commercialization of our product candidates will require substantial additional cash to fund expenses. We may continue to seek to selectively form collaborations to expand our capabilities, potentially accelerate research and development activities and provide for commercialization activities by third parties. Any of these relationships may require us to incur non-recurring and other charges, increase our near and long-term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business.

We would face significant competition in seeking appropriate collaborators and the negotiation process is time-consuming and complex. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA or comparable ex-U.S. regulatory authorities, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing drugs, the existence of uncertainty with respect to our ownership of intellectual property and industry and market conditions generally. The potential collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such collaboration could be more attractive than the one with us for our product candidate. Further, we may not be successful in our efforts to establish a collaboration or other alternative arrangements for future product candidates because they may be deemed to be at too early of a stage of development for collaborative effort and third parties may not view them as having the requisite potential to demonstrate safety and efficacy.

In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators. Even if we are successful in entering into a collaboration, the terms and conditions of that collaboration may restrict us from entering into future agreements on certain terms with potential collaborators.

If and when we seek to enter into collaborations, we may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate product revenue.

Risks Related to Ownership of Our Common Stock

The price of our stock may be volatile, and you could lose all or part of your investment.

The trading price of our common stock is likely to be highly volatile and subject to wide fluctuations in response to various factors, some of which we cannot control. The stock market in general, and pharmaceutical and biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies.

Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. In addition to the factors discussed in this “Risk Factors” section these factors include:

- the timing and results of preclinical studies and clinical trials of our product candidates or those of our competitors;
- the success of competitive products or announcements by potential competitors of their product development efforts;
- regulatory actions with respect to our products or our competitors’ products;
- actual or anticipated changes in our growth rate relative to our competitors;
- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures, collaborations or capital commitments;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- market conditions in the pharmaceutical and biotechnology sector;
- changes in the structure of healthcare payment systems;
- speculative trading in and short sales of our common stock, as well as trading phenomena such as the "short squeeze";
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us, our insiders or our other stockholders;
- expiration of market stand-off or lock-up agreements; and
- general economic, industry and market conditions.

In addition, the trading prices for common stock of other biopharmaceutical companies have been highly volatile as a result of U.S. and global economic conditions. The extent to which these events may impact our business, preclinical studies and clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence.

The realization of any of the above risks or any of a broad range of other risks, including those described in this “Risk Factors” section, could have a dramatic and adverse impact on the market price of our common stock.

Our quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.

We expect our operating results to be subject to quarterly fluctuations. Our net loss and other operating results will be affected by numerous factors, including:

- variations in the level of expense related to the ongoing development of our product candidates or future development programs;
- results of clinical trials, or the addition or termination of clinical trials or funding support by us or potential future partners;
- our execution of any collaboration, licensing or similar arrangements, and the timing of payments we may make or receive under potential future arrangements or the termination or modification of any such potential future arrangements;
- any intellectual property infringement, misappropriation or violation lawsuit or opposition, interference or cancellation proceeding in which we may become involved;
- additions and departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- if any of our product candidates receives regulatory approval, the terms of such approval and market acceptance and demand for such product candidates;
- regulatory developments affecting our product candidates or those of our competitors; and
- changes in general market and economic conditions.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price

of our stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

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

As of December 31, 2023, our executive officers and directors, combined with our stockholders who owned more than 5% of our common stock, together with their respective affiliates, owned a significant percentage of our outstanding common stock. As a result, if these stockholders were to choose to act together, they would be able to significantly influence all matters submitted to our stockholders for approval, as well as matters related to our management and affairs. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders. The interests of this group of stockholders may not always coincide with your interests or the interests of other stockholders and they may act in a manner that advances their best interests and not necessarily those of other stockholders, including seeking a premium value for their common stock, and might affect the prevailing market price for our common stock.

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

Sales of a substantial number of shares of our common stock in the public market, or the perception in the market that the holders of a large number of shares of common stock intend to sell shares, could reduce the market price of our common stock. Outstanding shares of our common stock may be freely sold in the public market at any time to the extent permitted by Rules 144 and 701 under the Securities Act, or to the extent that such shares have already been registered under the Securities Act and are held by non-affiliates of ours. We also register all shares of common stock that we may issue under our equity compensation plans or that are issuable upon exercise of outstanding options. These shares can be freely sold in the public market upon issuance and once vested, subject to volume limitations applicable to affiliates. If any of these additional shares are sold, or if it is perceived that they will be sold, in the public market, the market price of our common stock could decline.

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

We may seek additional capital through a variety of means, including through public or private equity, debt financings or other sources, including up-front payments and milestone payments from strategic collaborations. For example, in August 2020, July 2021, May 2022 and June 2023, we completed underwritten public offerings of our common stock and in April 2022, we completed a direct offering of our common stock. To the extent that we raise additional capital through the sale of equity or convertible debt or equity securities, your ownership interest will be diluted, and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder. Such financing may result in dilution to stockholders, imposition of debt covenants, increased fixed payment obligations or other restrictions that may affect our business. If we raise additional funds through up-front payments or milestone payments pursuant to strategic collaborations with third parties, we may have to relinquish valuable rights to our product candidates, or grant licenses on terms that are not favorable to us. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

If securities or industry analysts do not publish research or reports, or if they publish adverse or misleading research or reports, regarding us, our business or our market, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts publish about us, our business or our market. If any of the analysts who cover us issue adverse or misleading research or reports regarding us, our business model, our intellectual property, our stock performance or our market, or if our operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

Provisions in our certificate of incorporation and bylaws and Delaware law might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the market price of our common stock.

Our certificate of incorporation and bylaws contain provisions that could depress the market price of our common stock by acting to discourage, delay or prevent a change in control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions, among other things:

- establish a classified Board of Directors so that not all members of our Board of Directors are elected at one time;
- permit only the Board of Directors to establish the number of directors and fill vacancies on the Board of Directors;
- provide that directors may only be removed "for cause" and only with the approval of two-thirds of our stockholders;
- authorize the issuance of "blank check" preferred stock that our Board of Directors could use to implement a stockholder rights plan (also known as a "poison pill");
- eliminate the ability of our stockholders to call special meetings of stockholders;
- prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders;
- prohibit cumulative voting;
- authorize our Board of Directors to amend the bylaws;
- establish advance notice requirements for nominations for election to our Board of Directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings; and
- require a super-majority vote of stockholders to amend some provisions described above.

In addition, Section 203 of the General Corporation Law of the State of Delaware, or the DGCL, prohibits a publicly-held Delaware corporation from engaging in a business combination with an interested stockholder, generally a person which together with its affiliates owns, or within the last three years has owned, 15% of our voting stock, for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner.

Any provision of our certificate of incorporation, bylaws or Delaware law that has the effect of delaying or preventing a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock and could also affect the price that some investors are willing to pay for our common stock.

Our certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of fiduciary duty;
- any action asserting a claim against us arising under the DGCL, our certificate of incorporation or our bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This exclusive-forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to this provision. If a court were to find this exclusive-forum provision in our certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business. Nothing in our certificate of incorporation precludes stockholders that assert claims under the Securities Act or the Exchange Act from bringing such claims in state or federal court, subject to applicable law.

We do not currently intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation of the value of our common stock.

We have never declared or paid any cash dividends on our equity securities. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to any appreciation in the value of our common stock, which is not certain.

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

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

We are required to disclose changes made in our internal controls and procedures on a quarterly basis and our management is required to assess the effectiveness of these controls annually. Our independent registered public accounting firm is required to attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404. An independent assessment of the effectiveness of our internal controls over financial reporting could detect problems that our management's assessment might not. Undetected material weaknesses in our internal controls over financial reporting could lead to restatements of our financial statements and require us to incur the expense of remediation.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

Item 1B. Unresolved Staff Comments.

None.

Item 1C. Cybersecurity

Our cybersecurity program is managed by our Senior Vice President, Digital and Information Technology, or SVP of Digital and IT, whose team is responsible for leading our enterprise-wide cybersecurity policy, strategy, standards, and architecture.

Our cybersecurity program is aligned with industry standards and reasonable security safeguards for comparable companies in our industry. We also actively engage with industry participants as part of our continuing efforts to evaluate and enhance the effectiveness of our information security policies and procedures. We may engage consultants from time to time to assist us with assessing and improving our cybersecurity program.

The Board considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee oversight of cybersecurity and other information technology risks. The Audit Committee oversees management's implementation of our cybersecurity program and receives periodic reports regarding the program. These reports include updates on our information security program and the status of projects to strengthen our information security systems. The Board also receives reports regarding cybersecurity risks.

Our management team, including our SVP of Digital and IT and our Chief Legal Officer, is responsible for assessing and managing our risks from cybersecurity threats. Certain members of our management team, including our SVP of Digital and IT and our Chief Legal Officer, are part of our Cyber Incident Response Team and are responsible for executing the processes set forth therein, including with respect to our third party service providers. Cybersecurity events are escalated to our Board as appropriate. Our management team's experience includes developing and overseeing the information technology security program as head of the information technology department and certification from the National Association of Corporate Directors for the Cyber-Risk Oversight Program.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition.

Item 2. Properties.

Our principal executive office is located at 1359 Broadway, Suite 801, New York, New York, 10018, where we lease approximately 4,115 square feet of office space under a lease that expires in August 2027. We also occupy approximately 56,700 square feet and 17,900 square feet of office and laboratory space, respectively, in San Diego, California, under a lease that expires in September 2032. We believe that our facilities are sufficient to meet our current needs and that suitable additional space will be available as and when needed.

Item 3. Legal Proceedings.

We are not subject to any material legal proceedings.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

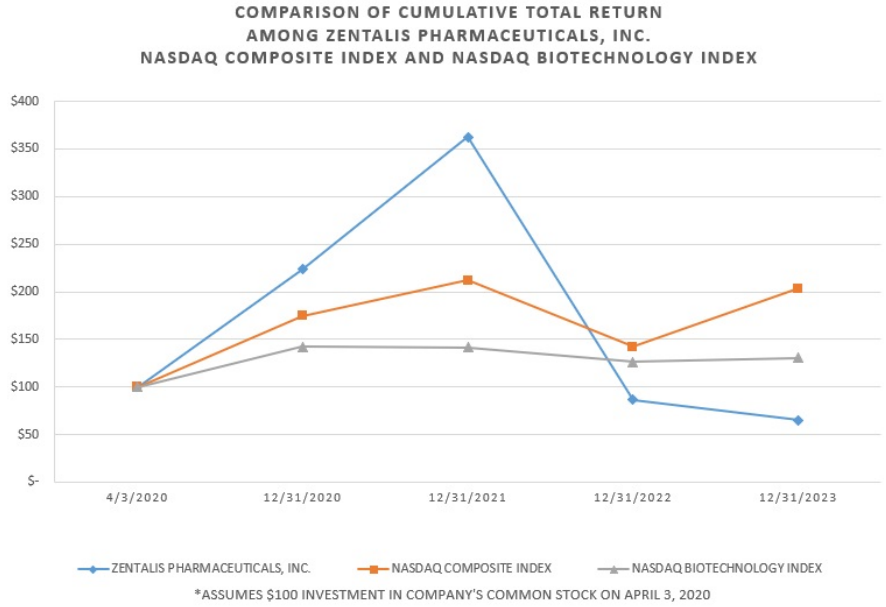
Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information

On April 3, 2020, our common stock began trading on The Nasdaq Global Market under the symbol "ZNTL." Prior to that time, there was no public market for our common stock.

Stock Performance Graph

The following graph and table illustrate the total return from April 3, 2020 (the date of our IPO) through December 31, 2023, for (i) our common stock, (ii) the Nasdaq Composite Index, and (iii) the Nasdaq Biotechnology Index. The graph and the table assume that $100 was invested on April 3, 2020 in each of our common stock, the Nasdaq Composite Index, and the Nasdaq Biotechnology Index, and that any dividends were reinvested. The graph assumes our closing sales price on April 3, 2020 of $23.20 per share as the initial value of our common stock and not the initial offering price to the public of $18.00 per share. The comparisons reflected in the graph and table represent past performance and are not intended to forecast the future performance of our stock and may not be indicative of our future performance.



Holders

As of February 22, 2024, there were approximately 12 holders of record of our common stock. The actual number of holders of our common stock is greater than this number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers or held by other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

Dividend Policy

We have never declared or paid any cash dividends on our capital stock. We intend to retain future earnings, if any, to finance the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future determination related to our dividend policy will be made at the discretion of our Board of Directors after considering our financial condition, results of operations, capital requirements, business prospects and other factors the Board of Directors deems relevant, and subject to the restrictions contained in any future financing instruments.

Recent Sales of Unregistered Securities

The Company did not sell any equity securities during the year ended December 31, 2023 that were not registered under the Securities Act.

Securities Authorized for Issuance Under Equity Compensation Plans

Information about our equity compensation plans is incorporated herein by reference to Item 12. "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" of this Annual Report on Form 10-K.

Item 6.

[Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

You should read the following discussion and analysis of financial condition and operating results together with our consolidated financial statements and the related notes and other financial information included elsewhere in this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K contains forward-looking statements based upon current plans, expectations and beliefs involving significant risks and uncertainties. As a result of many important factors, including those set forth under "Risk Factors" and elsewhere in this Annual Report on 10-K, our actual results may differ materially from those anticipated in these forward-looking statements. For convenience of presentation some of the numbers have been rounded in the text below.

A discussion regarding our financial condition and results of operations for the years ended December 31, 2023 and 2022, including a year-to-year comparison between 2023 and 2022, is presented below. For a discussion regarding our financial condition and results of operations for the year ended December 31, 2021, including a year-to-year comparison between 2022 and 2021, refer to Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on 10-K for the year ended December 31, 2022 filed on March 1, 2023.

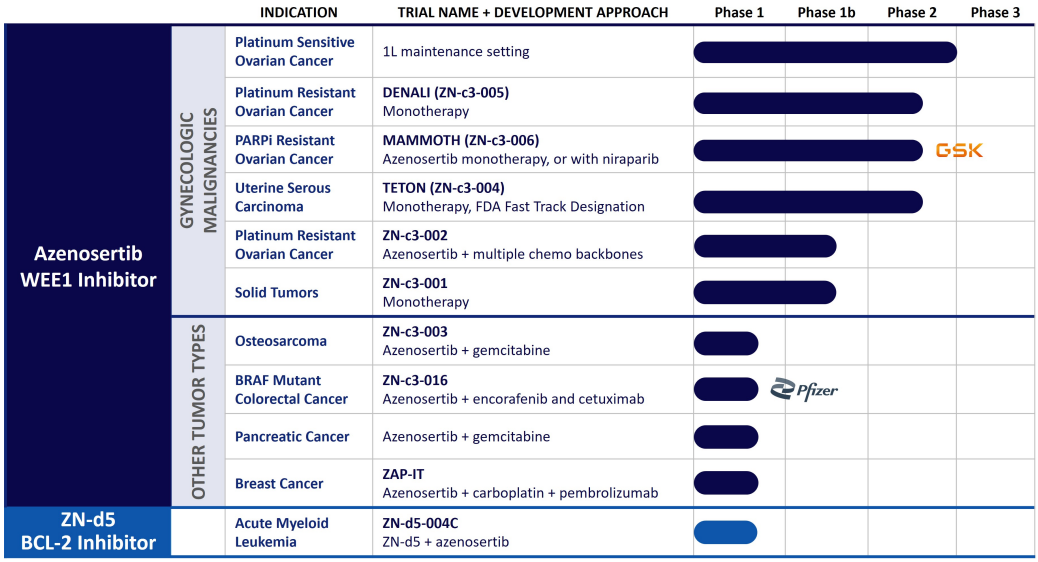
Overview

We are a clinical-stage biopharmaceutical company focused on discovering and developing small molecule therapeutics targeting fundamental biological pathways of cancers. Our lead product candidate, azenosertib (ZN-c3), is a potentially first-in-class and best-in-class WEE1 inhibitor for advanced solid tumors and hematological malignancies. Azenosertib is being evaluated as a monotherapy and in combination across multiple ongoing clinical trials. In clinical trials, azenosertib has been well tolerated and has demonstrated anti-tumor activity as a single agent across multiple tumor types and in combination with several chemotherapy backbones. As part of our azenosertib clinical development program, we are exploring enrichment strategies targeting tumors with high levels of replication stress, such as Cyclin E1 positive tumors, homologous recombination deficient tumors, and tumors with oncogenic driver mutations. We are also developing a BCL-2 inhibitor, ZN-d5, in combination with azenosertib, and we believe we are the only company that has both a WEE1 inhibitor and a BCL-2 inhibitor in clinical development. We currently exclusively in-license or solely own worldwide development and commercialization rights to azenosertib and ZN-d5.

We also continue to use our extensive drug discovery experience and capabilities across cancer biology and medicinal chemistry, which we refer to as our Integrated Discovery Engine, to advance our ongoing research on protein degraders of undisclosed targets. We believe our product candidates are differentiated from current programs targeting similar pathways and, if approved, have the potential to significantly impact clinical outcomes of patients with cancer.

Our Pipeline

The following table summarizes our product candidate pipeline:



Our Development Programs

Azenosertib (WEE1 Inhibitor)

Azenosertib is a potentially best-in-class and first-in-class oral, small molecule WEE1 inhibitor. The inhibition of WEE1, a DNA damage response kinase, drives cancer cells into mitosis without being able to repair damaged DNA, resulting in cell death and thereby preventing tumor growth and potentially causing tumor regression. Currently, there are no WEE1 inhibitors approved by the FDA. We have designed azenosertib to have advantages over other investigational therapies targeting WEE1, including superior selectivity and PK properties. Azenosertib is currently being evaluated in the clinic for advanced solid tumors and hematological malignancies as a monotherapy, in combination with traditional chemotherapy and other DNA damaging agents, and in combination with molecularly targeted agents. We are targeting the submission of our first NDA for azenosertib in a gynecologic malignancy in 2026.

The following clinical trials are part of the azenosertib clinical development program:

- ***Clinical Trial of Azenosertib in Platinum Sensitive Ovarian Cancer (PSOC).*** We are planning to initiate a clinical trial evaluating azenosertib in PSOC patients in the first-line maintenance setting. We expect to disclose additional details with respect to this trial in the second half of 2024, and to initiate this trial in 2025.
- ***Monotherapy - Phase 2 Clinical Trial in Cyclin E1 Driven High-Grade Serous Ovarian Cancer, Fallopian Tube, or Primary Peritoneal Cancer (HGSOC) (DENALI - ZN-c3-005).*** We are evaluating azenosertib as a monotherapy in a Phase 2 clinical trial in patients with Cyclin E1 positive platinum resistant HGSOC. Our Cyclin E1 positive enrichment strategy is supported by preclinical data that showed that high Cyclin E1 protein expression sensitized cancer cells to the anti-tumor effects of azenosertib as well as preliminary retrospective clinical data that Cyclin E1 protein levels may be associated with clinical benefit from WEE1 inhibition. In addition, in April 2023, we announced preclinical data at the 2023 AACR, Annual Meeting that demonstrated that azenosertib drove cancer cell death in Cyclin E1-high tumor cells *in vitro* and substantially inhibited growth of Cyclin E1-high, patient derived, *in vivo* tumor models. We expect to disclose topline data from this trial in the first half of 2025.
- ***Monotherapy/Combination - Phase 1/2 Clinical Trial of Azenosertib as a Monotherapy and with PARP Inhibitor (PARPi) in Platinum Resistant Ovarian Cancer (PROC) (MAMMOTH - ZN-c3-006).*** We are evaluating azenosertib as a monotherapy and in combination with GSK's PARP inhibitor, niraparib (ZEJULA®), in a Phase 1/2 clinical trial in PROC patients who have failed PARPi treatment as part of a clinical collaboration with GSK. This clinical study is

supported by preclinical data that showed that combining azenosertib and niraparib resulted in synergistic cell killing in ovarian cancer *in vivo* models. We expect to disclose topline data from this trial in the second half of 2024.

- ***Monotherapy - Phase 2 Clinical Trial in Recurrent or Persistent Uterine Serous Carcinoma (USC) (TETON - ZN-c3-004).*** Azenosertib is currently being evaluated as a monotherapy in a Phase 2 clinical trial in patients with USC. As of a September 14, 2022 data cutoff, a total of 43 patients were enrolled and dosed. Azenosertib was well tolerated. The most common TRAEs were nausea (60.5% all grades/9.3% grade 3 or higher), fatigue (46.5% all grades/9.3% grade 3 or higher), diarrhea (37.2% all grades/7.0% grade 3 or higher) and vomiting (32.6% all grades/7.0% grade 3 or higher). The FDA granted Fast Track designation in November 2021 to azenosertib in patients with advanced or metastatic USC who have received at least one prior platinum-based chemotherapy regimen for management of advanced or metastatic disease. We believe that the study design in this patient population has the potential to support registration in the United States. We expect to disclose topline data from this trial in the second half of 2025.

- ***Combination - Phase 1b Clinical Trial of Azenosertib and Chemotherapy in PROC (ZN-c3-002).*** Azenosertib is currently being evaluated in combination with each of paclitaxel, carboplatin, PLD, and gemcitabine in four separate cohorts in a Phase 1b clinical trial in patients with PROC. On May 25, 2023, we announced positive data from this Phase 1b clinical trial. Azenosertib was well tolerated in combination with multiple types of chemotherapy and demonstrated encouraging clinical activity, with noteworthy ORRs and mPFS in all patients, but especially in those patients with Cyclin E1 positive tumors, a subgroup recognized to have a poor prognosis and to show relatively poor outcomes following treatment with chemotherapy. A total of 115 patients were enrolled in the study across all chemotherapy combination groups. At April 10, 2023, 94 were response evaluable. Across all dosing schedules, azenosertib plus paclitaxel demonstrated the highest ORR of 50.0% (mPFS of 7.4m; mDOR of 5.6m), followed by an ORR of 38.5% (mPFS of 8.3m; mDOR of 6.2m) for azenosertib plus gemcitabine. Azenosertib plus carboplatin demonstrated an ORR of 35.7% (mPFS of 10.4m; mDOR of 11.4m), and azenosertib plus PLD demonstrated an ORR of 19.4% (mPFS of 6.3m; mDOR of 8.3m). Of patients who had available tissue for IHC, 87% were Cyclin E1+ (H-score >50). Cyclin E1+ status was associated with a superior ORR and a longer mPFS across the response-evaluable patient population with IHC data (ORR of 40.0% vs 8.3%; mPFS of 9.86 vs 3.25 months; HR = 0.37; P = 0.0078), showcasing the potential synergy of WEE1 inhibition with chemotherapy in this patient population. Frequent Grade ≥3 TRAEs, (%) across all azenosertib intermittent dosing groups were thrombocytopenia (27.5%), neutropenia (25.5%), anemia (15.7%), and fatigue (9.8%).

- ***Monotherapy - Phase 1b Dose Finding Clinical Trial in Solid Tumors (ZN-c3-001).*** We are currently evaluating azenosertib as a monotherapy in a Phase 1b dose finding clinical trial for the treatment of solid tumors. On June 6, 2023, we announced positive data from this clinical trial. As of April 24, 2023, a total of 127 heavily pretreated patients with advanced solid tumors were enrolled and received monotherapy azenosertib at doses ≥ 300 mg on either continuous daily dosing or intermittent weekly administration schedules. Across all tumor types, 74 patients received azenosertib on a continuous dosing schedule and 53 patients received azenosertib on an intermittent dosing schedule. When evaluating continuous versus intermittent at comparable clinically meaningful dose levels, the data were the following: intermittent dosing maintained safety and improved tolerability of azenosertib as compared to continuous dosing. Gastrointestinal, fatigue, and hematologic Grade 3 and 4 TRAEs were comparable or favorable versus continuous dosing. No discontinuations due to TRAEs were observed in the intermittent cohorts. Steady state exposure, as measured by $AUC_{0\text{-}24}$, more than doubled at the intermittent dose of 400 mg, 5 days on, 2 days off, compared to AUC observed at 300 mg daily with continuous administration, and intermittent dosing achieved higher maximal concentration levels as compared to continuous administration. As of June 2, 2023, the confirmed ORR in the combined ovarian and USC subgroup of patients treated with intermittent dosing was 36.8% (7/19), versus 19.2% (5/26) in those who received a continuous dosing. In the response evaluable patients who received intermittent dosing azenosertib, the confirmed ORR was 50% in USC and 30.8% in ovarian cancer. 89% of ovarian cancer and USC patients who received an intermittent dosing schedule had target lesion reductions from their baseline scans. Patients in this subgroup who received an intermittent dosing schedule had a median follow up of 4.4 months, and 63% (12/19) patients remained on therapy as of June 2, 2023. On November 6, 2023, we announced updated data from this trial. Data from October 25, 2023 in the same population of patients (ovarian cancer and USC patients) that were response-evaluable on June 2, 2023, showed that there continued to be a 36.8% (7/19) ORR in these patients. As compared to the June 2, 2023 data, the median follow-up for patients in this subgroup increased to 9.2 months and the mPFS increased to 6.5 months. As of September 27, 2023, azenosertib continued to demonstrate a favorable safety and

tolerability profile with additional safety-evaluable patients and longer follow-up. We expect to disclose the final results from this trial in the second half of 2024.

- ***Combination - Phase 1 Clinical Trial of Azenosertib and Chemotherapy in Relapsed or Refractory Osteosarcoma (ZN-c3-003).*** We completed the dose escalation portion of the Phase 1 clinical trial of azenosertib in combination with gemcitabine in adult and pediatric patients with R/R osteosarcoma. We have identified a proposed recommended Phase 2 dose of azenosertib in combination with gemcitabine in this patient population and have seen clinically meaningful activity. We expect that azenosertib in combination with gemcitabine will continue to be evaluated in osteosarcoma in an investigator-initiated trial. We received orphan drug designation and rare pediatric disease designation from the FDA for azenosertib in osteosarcoma. We expect to disclose the final results from this trial in the first half of 2024.
- ***Combination - Phase 1/2 Clinical Trial of Azenosertib with Encorafenib and Cetuximab (BEACON Regimen) in BRAF V600E Mutant Metastatic Colorectal Cancer (mCRC) (ZN-c3-016).*** We are collaborating with Pfizer to evaluate azenosertib in combination with encorafenib and cetuximab, an FDA-approved standard of care known as the BEACON regimen, in patients with BRAF V600E mutant mCRC in a Phase 1/2 clinical trial. In preclinical studies, WEE1 inhibition has shown synergy with many targeted agents in mutationally driven cancers, and the addition of azenosertib to the BEACON regimen enhanced anti-tumor activity in a cell-line-derived xenograft model. We initiated enrollment in this clinical trial in the first quarter of 2023, and expect to disclose the initial data from this trial in the second half of 2024.
- ***Combination - Phase 1/2 Clinical Trial of Azenosertib and Chemotherapy in Pancreatic Cancer.*** We have agreed to support the Dana Farber-sponsored Phase 1/2 clinical trial evaluating azenosertib and chemotherapy (gemcitabine) in pancreatic cancer patients.
- ***Combination – Phase 1/2 Clinical Trial of Azenosertib, Chemotherapy and Pembrolizumab, in Triple Negative Breast Cancer (TNBC)***. We have agreed to support the Dana Farber-sponsored Phase 1/2 clinical trial evaluating azenosertib, chemotherapy (carboplatin) and pembrolizumab, in patients with TNBC.

ZN-d5 (BCL-2 Inhibitor)

ZN-d5 is a potentially best-in-class, selective, oral small molecule inhibitor of BCL-2. BCL-2 is a protein that plays a critical role in the regulation of cell death, known as apoptosis. The overexpression of BCL-2 is frequently detected in numerous cancer types, which prevents apoptosis of cancer cells. Utilizing our medicinal chemistry expertise, we have designed ZN-d5 to have best-in-class potency, selectivity and PK properties. ZN-d5 is being evaluated in combination with azenosertib in a Phase 1/2 dose escalation clinical trial in patients with R/R AML (ZN-d5-004C). The Phase 1 portion of this trial will escalate the doses of both drugs to identify the dose for the combination, which will be assessed in Phase 2 expansion cohort(s). This study is expected to enroll up to approximately 100 patients. This clinical trial is supported by preclinical models that showed that the combination of ZN-d5 with azenosertib yielded a significant enhancement of activity in several indications, including R/R AML, as compared to activity shown with either of these product candidates as a single agent. Preclinical models also showed that the combination of ZN-d5 with azenosertib was well tolerated in mice. We believe we are the only company to have both a WEE1 inhibitor and a BCL-2 inhibitor in clinical development. We expect to disclose the initial data from this trial in the second half of 2024.

Liquidity Overview

Since our inception, our operations have been limited to organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and performing research and development of our product pipeline. We do not have any products approved for commercial sale and have not generated any revenues from product sales. We will not generate revenue from product sales unless and until we successfully complete clinical development, obtain regulatory approval for, and commercialize one or more of our product candidates. We will need to raise substantial additional capital to support our continuing operations and pursue our growth strategy.

Since inception, we have incurred significant operating losses. Our net losses were $292.3 million for the year ended December 31, 2023. We had an accumulated deficit of $888.6 million as of December 31, 2023. We expect to continue to incur significant expenses and operating losses for the foreseeable future. We had cash, cash equivalents and marketable securities of $482.9 million as of December 31, 2023. We believe that our existing cash, cash equivalents and marketable securities as of

December 31, 2023 will be sufficient to fund our operating expenses and capital expenditure requirements into 2026. We have based these estimates on assumptions that may prove to be imprecise, and we could utilize our available capital resources sooner than we expect.

License Agreements and Strategic Collaborations

Recurium IP Holdings, LLC License Agreement

In December 2014, our wholly owned subsidiary, Zeno Pharmaceuticals, Inc., entered into the Recurium Agreement with Recurium IP, which was subsequently amended, under which Zeno Pharmaceuticals, Inc. was granted an exclusive worldwide license to certain intellectual property rights owned or controlled by Recurium IP to develop and commercialize pharmaceutical products for the treatment or prevention of disease, other than for providing pain relief. Following certain corporate restructuring disclosed elsewhere in this Annual Report on Form 10-K, our wholly owned subsidiary, ZMI, became the Zentalis contracting party to the Recurium Agreement. The intellectual property rights exclusively licensed by ZMI under the Recurium Agreement include certain intellectual property covering azenosertib and ZN-d5. ZMI has the right to sublicense its rights under the Recurium Agreement, subject to certain conditions. ZMI is required to use commercially reasonable efforts to develop and commercialize at least one product that comprises or contains a compound modulating one of ten specific biological targets and to execute certain development activities.

Under the terms of the Recurium Agreement, ZMI is obligated to make development and regulatory milestone payments, pay royalties on net sales, and make certain sublicensing payments with respect to products that comprise or contain a compound modulating one of ten specific biological targets, including azenosertib and ZN-d5. ZMI is obligated to make development and regulatory milestone payments for each such licensed product of up to $44.5 million. In addition, ZMI is obligated to make milestone payments of up to $150,000 for certain licensed products used in animals. ZMI is also obligated to pay royalties on sales of such licensed products at a mid- to high-single digit percentage. In addition, if ZMI chooses to sublicense or assign to any third parties its rights under certain patents exclusively in-licensed under the Recurium Agreement, ZMI must pay to Recurium IP 20% of certain sublicensing income received in connection with such transaction.

The Recurium Agreement will expire on the later of December 21, 2032 and, on a country-by-country basis, on the date of expiration of the last-to-expire royalty term for all licensed products in such country, unless earlier terminated by either party for cause or a bankruptcy event.

Pfizer Development Agreement

In April 2022, we entered into a development agreement with Pfizer to collaborate to advance the clinical development of azenosertib. We did not grant Pfizer any economic ownership or control of azenosertib or the rest of our pipeline. In October 2022, we announced our first clinical development collaboration with Pfizer to initiate a Phase 1/2 dose escalation study of azenosertib, in combination with encorafenib and cetuximab (an FDA-approved standard of care known as the BEACON regimen) in patients with BRAF V600E-mutant mCRC.

GSK Clinical Trial Collaboration and Supply Agreement

In April 2021, we entered into a clinical trial collaboration and supply agreement with GSK under which we are evaluating the combination of azenosertib and niraparib, GSK's poly (ADP-ribose) polymerase (PARP) inhibitor, in patients with PROC. Pursuant to this agreement, we are responsible for the conduct and cost of the relevant studies, under the supervision of a joint development committee made up of our representatives and representatives of GSK that meets quarterly. GSK is supplying niraparib for use in the collaboration, at no cost to us. We are required to provide to GSK clinical data and other reports upon completion of the study.

This agreement does not grant any right of first negotiation to participate in future clinical trials, and neither party granted the other any additional right or ability to evaluate their respective compounds in any other clinical studies, either as monotherapy or in combination with any other product or compound, in any therapeutic area.

The agreement with GSK will expire upon completion of all obligations of the parties thereunder or upon termination by either party. We and GSK each have the right to terminate the agreement for material breach by the other party. In addition, the agreement may be terminated by either party due to safety considerations or if either party decides to discontinue development of its own compound for medical, scientific, legal or other reasons or if a regulatory authority takes any action preventing that party from supplying its compound for the study or in the event the other party is subject to specified

bankruptcy, insolvency or similar circumstances. GSK also has the right to terminate this agreement if it notifies us in writing that it reasonably and in good faith believes that niraparib is being used in an unsafe manner, and we fail to incorporate changes to address such issue, and the issue is unable to be resolved following elevation to appropriate parties.

Immunome License Agreement

On January 5, 2024, we entered into an exclusive, worldwide license agreement with Immunome, under which Immunome licensed from us ZPC-21 (now known as IM-1021), a preclinical ROR1 ADC with best-in-class potential, and our proprietary ADC platform technology. Under the terms of the deal, we received an up-front payment of $35 million in cash and Immunome common stock. We are eligible to receive up to $275 million of milestone payments for ZPC-21 and other products that utilize the licensed platform technology in addition to mid-to-high single-digit royalties.

Components of Our Results of Operations

Revenue

To date, we have not generated any revenue, and we do not expect to generate any revenue in the foreseeable future from product sales. We have generated, and may in the future generate, revenue from payments received under our collaboration agreements, which includes payments of upfront fees, license fees, milestone-based payments and reimbursements for research and development efforts.

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts, and the development of our product candidates, and include:

- salaries, benefits and other related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- expenses incurred under agreements with third parties, including CROs and other third parties that conduct research, preclinical activities and clinical trials on our behalf as well as CMOs that manufacture drug material for use in our preclinical studies and clinical trials;
- costs of outside consultants, including their fees, stock-based compensation and related travel expenses;
- the costs of laboratory supplies and acquiring, developing and manufacturing preclinical study and clinical trial materials;
- license payments made for intellectual property used in research and development activities; and
- allocated expenses for rent and maintenance of facilities and other operating costs.

We expense research and development costs as incurred. Reimbursed research and development costs under certain collaborative arrangements are recorded as a reduction to research and development expenses and are recognized in the period in which the related costs are incurred.

We track external development costs by product candidate or development program, but we do not allocate personnel costs, general license payments made under our licensing arrangements or other internal costs to specific development programs or product candidates. These costs are included in unallocated research and development expenses in the table below.

The following table summarizes our research and development expenses by product candidate or development program:

	Year Ended December 31,	
	2023	2022
	(in thousands)	
Azenosertib	$ 67,019	$ 48,841
ZN-d5	16,888	19,385
Unallocated research and development expenses	105,683	104,508
Total research and development expenses	$ 189,590	$ 172,734

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have a higher development costs than those in earlier stages of clinical development, primarily due to

the increased size and duration of later-stage clinical trials. We expect that our research and development expenses will continue to increase substantially for the foreseeable future and will comprise a larger percentage of our total expenses as we complete our ongoing clinical trials, initiate new clinical trials, continue to discover and develop additional product candidates and prepare regulatory filings for any product candidates that successfully complete clinical development.

The successful development of our product candidates is highly uncertain. At this time, we cannot determine with certainty the duration and costs of our existing and future clinical trials of our product candidates or any other product candidate we may develop or if, when, or to what extent we will generate revenue from the commercialization and sale of any product candidate for which we obtain marketing approval. We may never succeed in obtaining marketing approval for any product candidate. The duration, costs and timing of clinical trials and development of our product candidates and any other product candidate we may develop in the future will depend on a variety of factors, including:

- per patient trial costs;
- the number of patients who enroll in each trial;
- the number of trials required for approval;
- the number of sites included in the trials;
- the countries in which the trials are conducted;
- the length of time required to enroll eligible patients;
- the drop-out or discontinuation rates of patients;
- any delays in clinical trials, including as a result of the global macroeconomic environment;
- potential additional safety monitoring requested by regulatory agencies;
- the duration of patient participation in the trials and follow-up;
- the phase of development of the product candidate;
- the efficacy and safety profile of the product candidate.
- uncertainties in clinical trial design and patient enrollment rates;
- the actual probability of success for our product candidates, including the safety and efficacy, early clinical data, competition, manufacturing capability and commercial viability;
- significant and changing government regulation and regulatory guidance;
- the timing and receipt of any marketing approvals;
- the expense of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights; and
- our ability to attract and retain skilled personnel.

A change in the outcome of any of these variables with respect to the development of a product candidate could mean a significant change in the costs and timing associated with the development of that product candidate. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those that we anticipate will be required for the completion of clinical development of a product candidate, or if we experience significant delays in our clinical trials due to patient enrollment or other reasons, we would be required to expend significant additional financial resources and time on the completion of clinical development.

General and Administrative Expenses

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

We expect that our general and administrative expenses will increase in the future as we increase our personnel headcount to support research and development activities relating to our clinical stage programs, and any other product candidates we may develop. We also expect to incur increased expenses associated with being a public company, particularly now that we are no longer an emerging growth company, including costs of accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with Nasdaq and SEC requirements; director and officer insurance costs; and investor and public relations costs.

Interest Income

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

Income Taxes

Since our inception, we and our corporate subsidiaries have generated cumulative federal, state and foreign net operating loss in certain jurisdictions for which we have not recorded any net tax benefit due to uncertainty around utilizing these tax attributes within their respective carryforward periods.

Results of Operations

Comparison of Years Ended December 31, 2023 and 2022

The following table summarizes our results of operations for the years ended December 31, 2023 and 2022, together with the changes in those items in dollars:

	Year Ended December 31,		
	2023	2022	Increase (Decrease)
	(in thousands)		
Operating Expenses			
Research and development	$ 189,590	$ 172,734	$ 16,856
Zentera in-process research and development	45,568	—	45,568
General and administrative	64,351	54,553	9,798
Total operating expenses	299,509	227,287	72,222
Loss from operations	(299,509)	(227,287)	(72,222)
Investment and other income, net	22,617	5,987	16,630
Net loss before income taxes	(276,892)	(221,300)	(55,592)
Income tax benefit	(601)	(469)	(132)
Loss on equity method investment	16,014	16,282	(268)
Net loss	(292,305)	(237,113)	(55,192)
Net loss attributable to noncontrolling interests	(114)	(307)	193
Net loss attributable to Zentalis	$ (292,191)	$ (236,806)	$ (55,385)

Revenue

We did not generate any revenue for the years ended December 31, 2023 and 2022.

Research and Development Expenses

Research and development, or R&D, expenses for the year ended December 31, 2023 were $189.6 million, compared to $172.7 million for the year ended December 31, 2022. The increase of $16.9 million was primarily due to a $7.5 million increase in expense relating to our cost sharing relationship with Zentera that was terminated in June 2023, a $7.4 million increase related to personnel expenses, of which $5.8 million related to non-cash stock-based compensation expense, a $2.8 million increase in facilities and overhead expenses and a $2.8 million increase in consulting expense. These increases were partially offset by decreases of $2.8 million and $0.9 million in collaborations expense, supplies and other expenses, respectively.

Zentera In-process Research and Development Expenses

Zentera In-process Research and Development expenses for the year ended December 31, 2023 were $45.6 million, compared to zero for the year ended December 31, 2022. The increase was due to $45.6 million of total cash and non-cash consideration transferred to Zentera for in-process research and development during the year ended December 31, 2023 relating to the termination of our collaboration with Zentera.

General and Administrative Expenses

General and administrative expenses for the year ended December 31, 2023 were $64.4 million, compared to $54.6 million during the year ended December 31, 2022. The increase of $9.8 million was primarily attributable to a $4.9 million non-cash operating lease impairment charge, a $5.1 million increase related to personnel expenses, of which $3.7 million related to non-cash stock-based compensation expense, and $1.4 million related to outside services. This was partially offset by a $1.6 million decrease in facilities and overhead and other expense.

Investment and Other Income, Net

Investment and other income was $22.6 million for the year ended December 31, 2023, compared to $6.0 million for the year ended December 31, 2022. The increase of $16.6 million was primarily the result of higher rates of return from our invested marketable securities.

Liquidity and Capital Resources

Since our inception, our operations have been limited to organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and performing research and development of our product pipeline. We do not have any products approved for commercial sale and have not generated any revenues from product sales, and we have incurred significant operating losses. We expect to incur significant expenses and operating losses for the foreseeable future as we advance the preclinical and clinical development of our research programs and product candidates. We expect that our research and development and general and administrative costs will increase in connection with conducting additional preclinical studies and clinical trials for our current and future research programs and product candidates, contracting with CMOs to support preclinical studies and clinical trials, expanding our intellectual property portfolio, and providing general and administrative support for our operations.

As a result, we will need to raise substantial additional capital to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we plan to finance our operations through the sale of equity, debt financings or other capital sources, which may include collaborations with other companies or other strategic transactions. There are no assurances that we will be successful in obtaining an adequate level of financing as and when needed to finance our operations on terms acceptable to us or at all, particularly in light of the global macroeconomic environment and increased inflation and interest rates. If we are unable to secure adequate additional funding as and when needed, we may have to significantly delay, scale back or discontinue the development and commercialization of one or more product candidates or delay our pursuit of potential in-licenses or acquisitions.

Because of the numerous risks and uncertainties associated with developing and commercializing therapeutics, we are unable to predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability. Even if we are able to generate revenue from product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

We do not currently have any approved products and have never generated any revenue from product sales. To date, we have financed our operations primarily through the sale of equity securities. From inception through December 31, 2023, we raised a total of $1.2 billion in gross proceeds from the sale of shares of our common stock and convertible preferred units. As of December 31, 2023, we had $28.0 million in cash and cash equivalents, $454.9 million in marketable securities, and an accumulated deficit of $888.6 million. We maintain the majority of our cash and cash equivalents in accounts with major financial institutions, and our deposits at these institutions exceed insured limits. Market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all. Any inability to access or delay in accessing these funds could adversely affect our business and financial position. We had no indebtedness as of December 31, 2023.

ATM Program

In May 2021, we entered into a sales agreement, or the Sales Agreement, with Leerink Partners LLC, as sales agent, pursuant to which we may, from time to time, issue and sell common stock with an aggregate value of up to $200.0 million in “at-the-market” offerings, or the ATM, under our Registration Statement on Form S-3 (File No. 333-255769) filed with the SEC on May 4, 2021. Sales of common stock, if any, pursuant to the Sales Agreement, may be made in sales deemed to be an “at the market offering” as defined in Rule 415(a) of the Securities Act, including sales made directly through The Nasdaq Global Market or any other existing trading market for our common stock. During the year ended December 31, 2023, we did not sell any shares of common stock under the Sales Agreement. As of December 31, 2023 there was $140.3 million of our common stock remaining available for sale under the Sales Agreement.

Cash Flows

The following table summarizes our sources and uses of cash for the period presented:

	Year Ended December 31,	
	2023	2022
	(in thousands)	
Net cash used in operating activities	$ (207,822)	$ (163,751)
Net cash used in investing activities	(44,458)	(114,180)
Net cash provided by financing activities	237,303	261,043
Net (decrease) increase in cash, cash equivalents and restricted cash	$ (14,977)	$ (16,888)

Operating Activities

We have incurred losses since inception. Net cash used in operating activities for the year ended December 31, 2023 was $207.8 million, consisting primarily of our net loss of $292.3 million as we incurred expenses associated with research activities for our lead product candidates and incurred general and administrative expenses, as well as changes in operating assets and liabilities of $5.9 million, partially offset by non-cash adjustments of $78.6 million.

Net cash used in operating activities for the year ended December 31, 2022 was $163.8 million, consisting primarily of our net loss of $237.1 million as we incurred expenses associated with research activities for our lead product candidates and incurred general and administrative expenses, and partially offset by changes in operating assets and liabilities of $13.3 million and non-cash adjustments of $60.1 million.

Investing Activities

Net cash used in investing activities for the year ended December 31, 2023 of $44.5 million was attributable to the investment of excess cash of $549.2 million and the purchases of property and equipment of $0.6 million, partially offset by proceeds from maturities of marketable securities of $505.3 million.

Net cash used in investing activities for the year ended December 31, 2022 of $114.2 million was attributable to the investment of excess cash of $533.2 million and the purchases of property and equipment of $2.5 million, partially offset by proceeds from marketable securities of $421.5 million.

Financing Activities

Net cash provided by financing activities for the year ended December 31, 2023 of $237.3 million primarily relates to the June 2023 follow-on offering, which provided net cash of $235.7 million. An additional $1.6 million was provided from the issuance of common stock under equity incentive plans.

Net cash provided by financing activities in the year ended December 31, 2022 of $261.0 million primarily relates to the May 2022 follow-on offering, which provided net cash of $188.8 million, the April 2022 direct offering to Pfizer, which provided net cash of $20.5 million, and shares sold under the Sales Agreement which provided net proceeds of $48.6 million. Of the $25.0 million gross proceeds received from Pfizer, $4.2 million of the proceeds represented a premium in excess of the fair value of our common stock on the date of the investment. An additional $3.1 million was provided from the issuance of common stock under equity incentive plans.

Funding Requirements

Our operating expenses are expected to increase substantially in the future in connection with our ongoing activities.

Specifically, our expenses will increase as we:

- advance the clinical development of azenosertib and ZN-d5 for the treatment of oncology indications;
- pursue the preclinical and clinical development of other current and future research programs and product candidates and, if applicable, diagnostics tools for biomarkers associated with our product candidates and future product candidates;
- in-license or acquire the rights to other products, product candidates or technologies;
- maintain, expand and protect our intellectual property portfolio;

- hire additional personnel, including in research, manufacturing and regulatory and clinical development as well as management personnel;
- seek regulatory approval for any product candidates and, if needed, diagnostics tools for biomarkers associated with such product candidates, that successfully complete clinical development; and
- expand our operational, financial and management systems and increase personnel, including personnel to support our operations as a public company.

As of December 31, 2023, we have $2.6 million and $43.2 million in current and long-term lease liabilities, respectively. We believe that our existing cash, cash equivalents and marketable securities as of December 31, 2023 will be sufficient to fund our operating expenses and capital expenditure requirements into 2026. We have based these estimates on assumptions that may prove to be imprecise, and we could utilize our available capital resources sooner than we expect.

Because of the numerous risks and uncertainties associated with research, development and commercialization of pharmaceutical drugs, it is difficult to estimate with certainty the amount of our working capital requirements. Our future funding requirements will depend on many factors, including:

- the progress, costs and results of our clinical trials for our programs for azenosertib and ZN-d5;
- the progress, costs and results of additional research and preclinical studies in other research programs we initiate in the future and, if needed, of diagnostics tools for biomarkers associated with our product candidates and future product candidates;
- the costs and timing of process development and manufacturing scale-up activities associated with our product candidates and other programs as we advance them through preclinical and clinical development;
- our ability to establish and maintain strategic collaborations, licensing or other agreements and the financial terms of such agreements;
- the extent to which we in-license or acquire rights to other products, product candidates or technologies;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and protecting our intellectual property rights and defending against any intellectual property-related claims; and
- our ability to attract and retain skilled personnel.

Further, our operating results may change in the future, and we may need additional funds to meet operational needs and capital requirements associated with such operating plans.

Until such time as we can generate significant revenue from product sales, if ever, we plan to finance our operations through the sale of equity, debt financings, or other capital sources, which may include collaborations with other companies or other strategic transactions.

We currently have no credit facility or committed sources of capital. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through other third-party funding, collaboration agreements, strategic alliances, licensing arrangements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Critical Accounting Estimates

Our management's discussion and analysis of financial condition and results of operations is based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of our financial statements and related disclosures require us to make estimates and assumptions that affect the reported amounts of assets and liabilities, costs and expenses and the disclosure of contingent assets and liabilities in our financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying

values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in the notes to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our financial statements.

Research and Development Expenses - Clinical Trial Accruals

Methodology	*Judgment and Uncertainties*	*Effect if Actual Results Differ From Assumptions*
All of our clinical trials have been executed with support from CROs and other vendors. We accrue costs for clinical trial activities performed by CROs and other vendors based upon the estimated amount of work completed on each trial.	For clinical trial expenses, the significant factors used in estimating accruals include the number of patients enrolled, the activities to be performed for each patient, the number of active clinical sites, and the duration for which the patients will be enrolled in the trial. We monitor patient enrollment levels and related activities to the extent possible through internal reviews, correspondence with CROs and review of contractual terms.	We base our estimates on the best information available at the time. However, additional information may become available to us, which may allow us to make a more accurate estimate in future periods. If we do not identify costs that we have begun to incur or if we underestimate or overestimate the level of services performed or the costs of these services, our actual expenses could differ from our estimates. There were no such significant changes during the years ended December 31, 2023 or 2022.

Share-Based Payments

Methodology	*Judgment and Uncertainties*	*Effect if Actual Results Differ From Assumptions*
We maintain equity incentive plans, which provide for share-based awards, including stock options, restricted stock units, or RSUs, restricted stock and performance awards. We also maintain an employee stock purchase plan. We determine the fair value of our stock option awards and performance awards at the date of grant using a Black-Scholes model. We determine the fair value of our restricted stock awards at the date of grant using the closing market value of our common stock on the date of grant.	Option-pricing models and generally accepted valuation techniques require management to make assumptions and to apply judgment to determine the fair value of our awards. These assumptions and judgments include estimating the future volatility of our stock price, expected dividend yield and future employee stock option exercise behaviors. Changes in these assumptions can materially affect the fair value estimate.	We do not currently believe there is a reasonable likelihood that there will be a material change in estimates or assumptions we use to determine stock-based compensation expense. However, if actual results are not consistent with our estimates or assumptions, we may be exposed to changes in share-based compensation expense that could be material. If actual results are not consistent with the assumptions used, the share-based compensation expense reported in our financial statements may not be representative of the actual economic cost of the share-based compensation. A 10% change in our share-based compensation expense for the year ended December 31, 2023, would have affected pre-tax earnings by approximately $5.5 million in 2023.

Recent Accounting Pronouncements

See Note 2 to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further information on certain accounting standards that have been adopted during 2023 or that have not yet been required to be implemented and may be applicable to our future operations.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate sensitivities and inflation. We held cash and cash equivalents of $28.0 million and $43.1 million as of December 31, 2023 and 2022, respectively. We generally hold our cash in interest-bearing money market accounts. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. Due to the short-term maturities of our cash equivalents and the low risk profile of our investments, an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our cash equivalents.

Item 8. Financial Statements and Supplementary Data.

The financial statements required to be filed pursuant to this Item 8 are appended to this report. An index of those financial statements is found in Item 15 of Part IV of this Annual Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Inherent Limitations on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Annual Report on Form 10-K, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2023.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of our management, including our principal executive officer and our principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the evaluation under this framework, our principal executive officer and our principal financial officer have concluded that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting at December 31, 2023 has also been audited by Ernst & Young LLP, our independent registered public accounting firm, as stated in their report included below.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act that occurred during the quarter ended December 31, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Zentalis Pharmaceuticals, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Zentalis Pharmaceuticals, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Zentalis Pharmaceuticals, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 27, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP
San Diego, California
February 27, 2024

Item 9B. Other Information.

Director and Officer Trading Arrangements

On November 16, 2023, Jan Skvarka, a member of the Company's Board of Directors, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 11,368 shares of the Company's common stock until December 31, 2024.

On December 5, 2023, Diana Hausman, then a member of the Company's Board of Directors and, since January 19, 2024, the Chief Medical Officer of the Company, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 13,244 shares of the Company's common stock until May 31, 2025.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

Part III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by this item will be included in our definitive proxy statement to be filed with the SEC with respect to our 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

Item 11. Executive Compensation.

The information required by this item will be included in our definitive proxy statement to be filed with the SEC with respect to our 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

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

The information required by this item will be included in our definitive proxy statement to be filed with the SEC with respect to our 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by this item will be included in our definitive proxy statement to be filed with the SEC with respect to our 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services.

The information required by this item will be included in our definitive proxy statement to be filed with the SEC with respect to our 2024 Annual Meeting of Stockholders and incorporated herein by reference.

Part IV

Item 15. Exhibits and Financial Statement Schedules.

(a)(1) Financial Statements.

The following documents are included on pages F-1 through F-30 attached hereto and are filed as part of this Annual Report on Form 10-K.

Index to Consolidated Financial Statements

(a)(2) Financial Statement Schedules.

All financial statement schedules have been omitted because they are not applicable, not required or the information required is shown in the financial statements or the notes thereto.

(a)(3) Exhibits.

The following is a list of exhibits filed as part of this Annual Report on Form 10-K.

		Incorporated by Reference				
Exhibit Number	**Description**	**Form**	**File No.**	**Exhibit**	**Filing Date**	**Filed/Furnished Herewith**
2.1	Plan of Conversion Converting Zentalis Pharmaceuticals, LLC (a Delaware limited liability company) into Zentalis Pharmaceuticals, Inc. (a Delaware corporation)	10-Q	001-39263	2.1	05/15/2020	
2.2	Certificate of Conversion Converting Zentalis Pharmaceuticals, LLC (a Delaware limited liability company) into Zentalis Pharmaceuticals, Inc. (a Delaware corporation)	10-Q	001-39263	2.2	05/15/2020	
3.1	Certificate of Incorporation of Zentalis Pharmaceuticals, Inc.	S-8	333-237593	4.1	04/07/2020	
3.2	Certificate of Amendment to Certificate of Incorporation of Zentalis Pharmaceuticals, Inc., dated June 16, 2023.	8-K	001-39263	3.1	06/16/2023	
3.3	Amended and Restated Bylaws of Zentalis Pharmaceuticals, Inc.	8-K	001-39263	3.1	02/15/2024	
3.4	Second Amended and Restated Limited Liability Company Agreement of Zentalis Pharmaceuticals, LLC	S-1	333-236959	3.3	03/06/2020	
4.1	Amended and Restated Investors' Rights Agreement, dated as of September 6, 2019, by and among Zeno Pharma, LLC and the investors party thereto	S-1	333-236959	4.1	03/06/2020	
4.2	Specimen of Common Stock Certificate evidencing the shares of common stock	S-1	333-236959	4.2	03/06/2020	
4.3	Description of Capital Stock	10-K	001-39263	4.3	03/25/2021	
10.1#	Zentalis Pharmaceuticals, LLC 2017 Profits Interest Plan, as amended, and form of profit interest award agreement thereunder	S-1	333-236959	10.1	03/06/2020	
10.2.1#	2020 Incentive Award Plan and form of option agreement and restricted stock unit agreement thereunder	S-1/A	333-236959	10.2	03/30/2020	
10.2.2#	Amendment No. 1 to the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan	10-Q	001-39263	10.3	05/17/2021	
10.3#	Non-Employee Director Compensation Program					*

Exhibit Number	Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
10.4#	2020 Employee Stock Purchase Plan, as amended and restated.	S-8	333-254506	99.1	03/19/2021	
10.5#	Form of Conversion Restricted Stock Award Agreement for former Class B Common Unit Holders	S-1/A	333-236959	10.5	03/30/2020	
10.6.1#	Zentalis Pharmaceuticals, Inc. 2022 Employment Inducement Incentive Award Plan, as amended					*
10.6.2#	Form of Option Agreement pursuant to the Zentalis Pharmaceuticals, Inc. 2022 Employment Inducement Incentive Award Plan	8-K	001-39263	10.2	07/22/2022	
10.6.3#	Form of RSU Agreement pursuant to the Zentalis Pharmaceuticals, Inc. 2022 Employment Inducement Incentive Award Plan	8-K	001-39263	10.3	07/22/2022	
10.7#	Form of Indemnification Agreement for Directors and Officers	10-Q	001-39263	10.1	05/10/2023	
10.8.1	Lease, effective September 30, 2020, between Zentalis Pharmaceuticals, Inc. and TPSC IX, LLC	8-K	001-39263	10.1	10/02/2020	
10.8.2	Partial Lease Termination Agreement and First Amendment to Lease, effective September 16, 2021, by and between Zentalis Pharmaceuticals, Inc. and TPSC IX, LLC	10-Q	001-39263	10.1	11/10/2021	
10.9.1	Lease, effective March 24, 2021, between Zentalis Pharmaceuticals, Inc. and ESRT 1359 BROADWAY, L.L.C.	10-K	1.39263	10.12	3/25/2021	
10.9.2†	Amendment to Lease, dated December 11, 2023, between Zentalis Pharmaceuticals, Inc. and ESRT 1359 BROADWAY, L.L.C.					*
10.10†	Sublease, effective March 6, 2023, between Zentalis Pharmaceuticals, Inc. and L.M. Cohen & Co. LLP Certified Public Accountants, as amended on April 10, 2023	10-Q	001-39263	10.2	05/10/2023	
10.11#	Amended and Restated Employment Agreement, effective as of February 28, 2023, between Zeno Management, Inc. and Melissa Epperly	10-K	001-39263	10.11	03/01/2023	
10.12#	Amended and Restated Employment Agreement, dated February 28, 2023, between Zeno Management, Inc. and Kimberly Blackwell, M.D.	10-K	001-39263	10.12	03/01/2023	
10.13#	Amended and Restated Employment Agreement, dated February 28, 2023, between Zeno Management, Inc. and Cam S. Gallagher	10-K	001-39263	10.13	03/01/2023	
10.14#	Amended and Restated Employment Agreement, dated February 28, 2023, between Zeno Management, Inc. and Carrie Brownstein, M.D.	10-K	001-39263	10.14	03/01/2023	
10.15#†	Release Agreement, dated January 19, 2024, among Zentalis Pharmaceuticals, Inc., Zeno Management, Inc., and Carrie Brownstein, M.D.					*
10.16#†	Consulting Agreement, dated January 19, 2024, between Zentalis Pharmaceuticals, Inc. and Carrie Brownstein, M.D.					*
10.17#	Amended and Restated Employment Agreement, dated February 28, 2023, between Zeno Management, Inc. and Kevin Bunker, Ph.D.	10-K	001-39263	10.15	03/01/2023	

Exhibit Number	Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
10.18#†	Transition and Release Agreement, dated November 1, 2023, among Zentalis Pharmaceuticals, Inc., Zeno Management, Inc., and Kevin Bunker, Ph.D.					*
10.19#	General Release Agreement, dated January 2, 2024, among Zentalis Pharmaceuticals, Inc., Zeno Management, Inc. and Kevin Bunker, Ph.D.					*
10.20#†	Consulting Agreement, dated November 1, 2023, between Zentalis Pharmaceuticals, Inc. and Kevin Bunker, Ph.D.					*
10.21#	Amended and Restated Employment Agreement, dated February 28, 2023, between Zeno Management, Inc. and Andrea Paul	10-K	001-39263	10.16	03/01/2023	
10.22#	Employment Agreement, dated February 8, 2023, between Zeno Management, Inc. and Iris Roth, Ph.D.	8-K	001-39263	10.1	02/13/2023	
10.23#	Amended and Restated Employment Agreement, effective December 31, 2023, between Zeno Management, Inc. and Mark Lackner, Ph.D.					*
10.24#	Employment Agreement, dated January 19, 2024, between Zeno Management, Inc. and Diana Hausman, M.D.					*
10.25†	Third Amended and Restated License Agreement, dated June 5, 2023, by and between Zeno Management, Inc. and Recurium IP Holdings, LLC	10-Q	001-39263	10.1	08/09/2023	
21.1	List of Subsidiaries of Zentalis Pharmaceuticals, Inc.					*
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.					*
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a).					*
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a).					*
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.					**
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.					**
97#	Zentalis Pharmaceuticals, Inc. Policy for Erroneously Awarded Compensation					*
101.INS	Inline XBRL Instance Document - the Instance Document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*

Exhibit Number	Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed herewith.
** Furnished herewith.
# Indicates management contract or compensatory plan.
† Portions of this exhibit (indicated by asterisks) have been redacted in compliance with Regulation S-K Item 601(b)(10)(iv).

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ZENTALIS PHARMACEUTICALS, INC.

Date: February 27, 2024

By: /s/ Kimberly Blackwell, M.D.
Kimberly Blackwell, M.D.
Chief Executive Officer

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

Name	Title	Date
/s/ Kimberly Blackwell, M.D. **Kimberly Blackwell, M.D.**	Chief Executive Officer and Director *(principal executive officer)*	February 27, 2024
/s/ Melissa B. Epperly **Melissa B. Epperly**	Chief Financial Officer *(principal financial and accounting officer)*	February 27, 2024
/s/ David M. Johnson **David M. Johnson**	Chairperson	February 27, 2024
/s/ Cam S. Gallagher **Cam S. Gallagher**	President and Director	February 27, 2024
/s/ Enoch Kariuki **Enoch Kariuki**	Director	February 27, 2024
/s/ Jan Skvarka **Jan Skvarka**	Director	February 27, 2024
/s/ Karan S. Takhar **Karan S. Takhar**	Director	February 27, 2024

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Zentalis Pharmaceuticals, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Zentalis Pharmaceuticals, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 27, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accrued clinical trial expenses

Description of the Matter

During 2023, the Company incurred $189.6 million for research and development expenses, and as of December 31, 2023, the Company accrued $36.3 million for research and development expenses, which includes clinical trial expenses and accruals. As described in Note 2 of the financial statements, the Company records accruals for estimated costs of research and development activities that include costs for clinical trials. The Company records costs based on estimates and/or representations from contract research organizations ("CROs") and other vendors regarding work performed, level of patient enrollment, completion of patient studies and progress of the clinical trials. The Company monitors patient enrollment levels and related activities through internal reviews, correspondence with CROs and reviews of contractual terms.

Auditing management's accounting for accrued clinical trial expenses was especially challenging as the evaluation is dependent upon a high volume of data received from third-party service providers and internal clinical personnel, which is tracked in spreadsheets. The accrued amounts are determined based on an evaluation of the unique terms and conditions set forth in each respective agreement.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over management's accounting for accrued clinical trial expenses.

To test the adequacy of the Company's accrued clinical trial expenses, our substantive audit procedures included, among others, testing the accuracy of data and assumptions used in management's clinical trial accrual models by inspecting invoices paid to date, agreeing terms and conditions to a sample of contracts and performing inquiries with clinical staff to corroborate progress and level of expended effort incurred by the Company's CROs and other third-party vendors. We further obtained the clinical trial agreements for a sample of active clinical sites and compared the costs and number of patient visits to the Company's clinical trial accrual models. We also tested a sample of expenses against the related invoices and contracts and examined a sample of subsequent payments to evaluate the completeness of the accrued clinical trial expenses.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2019.

San Diego, California
February 27, 2024

Zentalis Pharmaceuticals, Inc.
Consolidated Balance Sheets
(In thousands, except share amounts and par value)

	December 31,	
	2023	2022
ASSETS		
Current assets		
Cash and cash equivalents	$ 28,038	$ 43,069
Marketable securities, available for sale	454,881	394,302
Prepaid expenses and other current assets	13,799	14,562
Total current assets	496,718	451,933
Property and equipment, net	5,819	7,705
Operating lease right-of-use assets	35,916	42,373
Prepaid expenses and other assets	6,818	9,723
Goodwill	3,736	3,736
Investment in Zentera Therapeutics	—	21,213
Restricted cash	2,681	2,627
Total assets	$ 551,688	$ 539,310
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 14,926	$ 11,247
Accrued expenses	54,441	45,400
Total current liabilities	69,367	56,647
Deferred tax liability	—	853
Long-term lease liability	43,150	45,166
Other long-term liabilities	1,780	2,620
Total liabilities	114,297	105,286
Commitments and contingencies (see Note 10)		
EQUITY		
Preferred stock, $0.001 par value; 10,000,000 shares authorized, no shares issued and outstanding at December 31, 2023 and 2022	—	—
Common stock, $0.001 par value; 250,000,000 shares authorized; 70,765,554 and 59,280,247 shares issued and outstanding at December 31, 2023 and 2022, respectively	70	59
Additional paid-in capital	1,323,576	1,031,462
Accumulated other comprehensive income/(loss)	2,194	(1,353)
Accumulated deficit	(888,556)	(596,365)
Total stockholders' equity	437,284	433,803
Noncontrolling interests	107	221
Total equity	437,391	434,024
Total liabilities and stockholders' equity	$ 551,688	$ 539,310

See accompanying notes to consolidated financial statements.

Zentalis Pharmaceuticals, Inc.
Consolidated Statements of Operations
(In thousands, except per share amounts)

	Year ended December 31,		
	2023	2022	2021
Operating Expenses			
Research and development	$ 189,590	$ 172,734	$ 175,601
Zentera in-process research and development	45,568	—	—
General and administrative	64,351	54,553	40,941
Total operating expenses	299,509	227,287	216,542
Loss from operations	(299,509)	(227,287)	(216,542)
Other Income (Expense)			
Investment and other income, net	22,617	5,987	401
Gain on deconsolidation of Zentera	—	—	51,582
Net loss before income taxes	(276,892)	(221,300)	(164,559)
Income tax benefit	(601)	(469)	(297)
Loss on equity method investment	16,014	16,282	1,831
Net loss	(292,305)	(237,113)	(166,093)
Net loss attributable to noncontrolling interests	(114)	(307)	(7,368)
Net loss attributable to Zentalis	$ (292,191)	$ (236,806)	$ (158,725)
Net loss per common share outstanding, basic and diluted	$ (4.47)	$ (4.48)	$ (3.72)
Common shares used in computing net loss per share, basic and diluted	65,409	52,857	42,688

See accompanying notes to consolidated financial statements.

Zentalis Pharmaceuticals, Inc.
Consolidated Statements of Comprehensive Loss
(In thousands)

	Year ended December 31,		
	2023	2022	2021
Net loss	$ (292,305)	$ (237,113)	$ (166,093)
Other comprehensive income (loss):			
Unrealized gain (loss) on marketable securities, net	3,547	(1,228)	(161)
Total comprehensive loss	(288,758)	(238,341)	(166,254)
Comprehensive loss attributable to noncontrolling interests	(114)	(307)	(7,368)
Comprehensive loss attributable to Zentalis	$ (288,644)	$ (238,034)	$ (158,886)

See accompanying notes to consolidated financial statements.

Zentalis Pharmaceuticals, Inc.
Consolidated Statements of Stockholders' Equity
(In thousands, except per unit amounts)

	Year Ended December 31, 2021						
	Zentalis Stockholders						
	Common		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Noncontrolling Interests	Total Equity
	Shares	Amount					
Balance at December 31, 2020	41,040	$ 41	$ 509,339	$ 36	$ (200,834)	$ 24,795	$ 333,377
Share-based compensation expense	—	—	35,737	—	—	—	35,737
Issuance of common stock in connection with an equity offering, net of underwriting discounts, commissions and offering costs	3,691	4	171,969	—	—	—	171,973
Issuance and withholding of common stock in connection with restricted stock unit vesting, net	517	—	(1,146)	—	—	—	(1,146)
Deconsolidation event	—	—	—	—	—	(16,899)	(16,899)
Issuance of common stock upon exercise of options	232	—	7,149	—	—	—	7,149
Issuance of common stock under employee stock purchase plan	15	—	545	—	—	—	545
Cancellation of restricted stock awards	(4)	—	—	—	—	—	—
Other comprehensive income (loss)	—	—	—	(161)	—	—	(161)
Net loss attributable to non-controlling interest	—	—	—	—	—	(7,368)	(7,368)
Net loss attributable to Zentalis	—	—	—	—	(158,725)	—	(158,725)
Balance at December 31, 2021	45,491	$ 45	$ 723,593	$ (125)	$ (359,559)	$ 528	$ 364,482

	Year Ended December 31, 2022						
	Zentalis Stockholders						
	Common		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Noncontrolling Interests	Total Equity
	Shares	Amount					
Balance at December 31, 2021	45,491	$ 45	$ 723,593	$ (125)	$ (359,559)	$ 528	$ 364,482
Share-based compensation expense	—	—	46,840	—	—	—	46,840
Issuance of common stock in connection with an equity offering, net of underwriting discounts, commissions and offering costs	13,495	13	257,909	—	—	—	257,922
Issuance of common stock in connection with restricted stock unit vesting, net	159	1	—	—	—	—	1
Issuance of common stock upon exercise of options	122	—	2,246	—	—	—	2,246
Issuance of common stock under employee stock purchase plan	30	—	874	—	—	—	874
Cancellation of restricted stock awards	(17)	—	—	—	—	—	—
Other comprehensive income (loss)	—	—	—	(1,228)	—	—	(1,228)
Net loss attributable to non-controlling interest	—	—	—	—	—	(307)	(307)
Net loss attributable to Zentalis	—	—	—	—	(236,806)	—	(236,806)
Balance at December 31, 2022	59,280	$ 59	$ 1,031,462	$ (1,353)	$ (596,365)	$ 221	$ 434,024

	Year Ended December 31, 2023						
	Zentalis Stockholders						
	Common		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Noncontrolling Interests	Total Equity
	Shares	Amount					
Balance at December 31, 2022	59,280	$ 59	$ 1,031,462	$ (1,353)	$ (596,365)	$ 221	$ 434,024
Share-based compensation expense	—	—	54,822	—	—	—	54,822
Other comprehensive income (loss)	—	—	—	3,547	—	—	3,547
Issuance of common stock in connection with an equity offering, net of underwriting discounts, commissions and offering costs	11,033	11	235,669	—	—	—	235,680
Issuance and withholding of common stock in connection with restricted stock unit vesting, net	361	—	—	—	—	—	—
Issuance of common stock upon exercise of options	54	—	995	—	—	—	995
Issuance of common stock under employee stock purchase plan	42	—	628	—	—	—	628
Cancellation of restricted stock awards	(3)	—	—	—	—	—	—
Net loss attributable to non-controlling interest	—	—	—	—	—	(114)	(114)
Net loss attributable to Zentalis	—	—	—	—	(292,191)	—	(292,191)
Balance at December 31, 2023	70,767	$ 70	$ 1,323,576	$ 2,194	$ (888,556)	$ 107	$ 437,391

See accompanying notes to consolidated financial statements.

Zentalis Pharmaceuticals, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2023	**2022**	**2021**
Operating activities:			
Net loss	$ (292,305)	$ (237,113)	$ (166,093)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	1,389	1,426	544
Operating lease right-of-use asset and fixed asset impairment	4,953	—	—
IPR&D impairment	—	—	8,800
Recognized tax gain on IPR&D impairment	—	—	(2,462)
Gain on deconsolidation of Zentera, net of tax	—	—	(49,930)
Noncash consideration portion of Zentera in-process research and development	15,045	—	—
Share-based compensation	54,822	46,840	35,737
Loss on disposal of equipment	406	56	15
(Accretion of discounts)/amortization of premiums on marketable securities, net	(13,157)	(3,725)	908
Loss on equity method investment	16,014	16,282	1,831
Deferred income taxes	(853)	(769)	(48)
Changes in operating assets and liabilities:			
Prepaid expenses and other assets	(5,678)	(6,605)	1,294
Accounts payable and accrued liabilities	10,919	15,527	13,964
Operating lease right-of-use assets and liabilities, net	623	4,330	1,347
Net cash used in operating activities	(207,822)	(163,751)	(154,093)
Investing activities:			
Purchases of marketable securities	(549,182)	(533,161)	(363,508)
Proceeds from maturities of marketable securities	505,307	421,529	365,820
Deconsolidation of Zentera cash	—	—	(14,320)
Purchases of property and equipment	(583)	(2,548)	(6,107)
Net cash used in investing activities	(44,458)	(114,180)	(18,115)
Financing activities:			
Proceeds from issuance of common stock under equity incentive plans	1,623	3,121	7,694
Net-settlement of restricted stock unit vesting	—	—	(1,146)
Proceeds from issuance of common stock, net	235,680	257,922	171,973
Net cash provided by financing activities	237,303	261,043	178,521
Net (decrease) increase in cash, cash equivalents and restricted cash	(14,977)	(16,888)	6,313
Cash, cash equivalents and restricted cash at beginning of year	45,696	62,584	56,271
Cash, cash equivalents and restricted cash at end of year	$ 30,719	$ 45,696	$ 62,584
Supplemental disclosure of cash flow information:			
Income taxes paid	$ 140	$ 12	$ 20
Supplemental disclosure of non-cash investing and financing activities:			
Right-of-use assets obtained in exchange for operating lease liabilities	$ 602	$ —	$ 44,613
Accrued capital expenditures	$ —	$ —	$ (1,510)

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported in the Consolidated Statements of Cash Flows for the periods presented:

	Year Ended December 31,		
	2023	2022	2021
Cash and cash equivalents	$ 28,038	$ 43,069	$ 59,714
Restricted cash, current	—	—	243
Restricted cash, non-current	2,681	2,627	2,627
Total cash, cash equivalents and restricted cash reported in the Consolidated Statement of Cash Flows	$ 30,719	$ 45,696	$ 62,584

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Business

Organization

Zentalis Pharmaceuticals, Inc. ("Zentalis," "We" or the "Company") is a clinical-stage biopharmaceutical company discovering and developing small molecule therapeutics targeting fundamental biological pathways of cancers. The Company's lead product candidate, azenosertib (ZN-c3), is a potentially first-in-class and best-in-class WEE1 inhibitor for advanced solid tumors and hematologic malignancies. The Company is also developing a BCL-2 inhibitor, ZN-d5, in combination with azenosertib. The Company manages its operations as a single segment for the purposes of assessing performance and making operating decisions. All of the Company's tangible assets are held in the United States.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") and include our wholly-owned subsidiaries and a variable interest entity ("VIE") for the periods in which we determined we were the primary beneficiary. All intercompany transactions and balances have been eliminated in consolidation.

We evaluate our ownership, contractual and other interests in entities that are not wholly-owned to determine if these entities are VIEs, and, if so, whether we are the primary beneficiary of the VIE. In determining whether we are the primary beneficiary of a VIE and therefore required to consolidate the VIE, we apply a qualitative approach that determines whether we have both (1) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (2) the obligation to absorb losses of, or the rights to receive benefits from, the VIE that could potentially be significant to that VIE.

We will continuously assess whether we are the primary beneficiary of a VIE, as changes to existing relationships or future transactions may result in the consolidation or deconsolidation of such VIE. During the periods presented, we have not provided any other material financial or other support to our VIE that we were not contractually required to provide.

Noncontrolling Interests

Noncontrolling interests represent interests held by third parties in our consolidated subsidiaries. We reflect noncontrolling interest attributable to the other owners in a separate line in our consolidated statements of operations and a separate line within stockholders' equity in our consolidated balance sheets.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. On an ongoing basis, we evaluate our estimates and judgments, which are based on historical and anticipated results and trends and on various other assumptions that management believes to be reasonable under the circumstances. By their nature, estimates are subject to an inherent degree of uncertainty and, as such, actual results may differ from management's estimates.

Cash and Cash Equivalents

Cash equivalents are comprised of short-term, highly-liquid investments with maturities of 90 days or less at the date of purchase. As of December 31, 2023 and 2022, our cash equivalents consisted of money market funds and corporate debt securities.

Marketable Securities

Marketable securities are investments with original maturities of more than ninety days from the date of purchase that we have the ability to liquidate to fund current operations. Accordingly, those investments with contractual maturities greater than one year from the date of purchase are classified as short-term investments on the accompanying consolidated balance sheets. Marketable securities are considered available-for-sale and are carried at fair value with unrealized gains and losses recorded in other comprehensive income (loss) and included as a separate component of stockholders' equity. The cost of marketable securities is adjusted for amortization of premiums or accretion of discounts to maturity, and such amortization or accretion is included in investment and other income, net through an allowance account. We use the specific identification method for calculating realized gains and losses on marketable securities sold. Realized gains and losses on marketable securities, if any, are included in investment and other income, net in the consolidated statements of operations.

Restricted Cash

Under the terms of our office leases, we are required to maintain a letter of credit as a security deposit during the term of such leases. At December 31, 2023 and 2022, restricted cash of $2.7 million and $2.6 million, respectively, was pledged as collateral for the letters of credit.

Fair Value of Financial Instruments

The authoritative guidance defines fair value and requires us to establish a framework for measuring fair value and disclosure about fair value measurements using a three-tier approach. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Our financial instruments include cash equivalents, marketable securities, prepaid expenses and other assets, accounts payable and accrued expenses. Fair value estimates of these instruments are made at a specific point in time, based on relevant market information. These estimates may be subjective in nature and involve uncertainties and matters of significant judgement and therefore cannot be determined with precision.

The fair value of marketable securities is determined using proprietary valuation models and analytical tools, which utilize market pricing or prices for similar instruments that are both objective and publicly available, such as matrix pricing or reported trades, benchmark yields, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities and bids and offers.

The carrying amount of cash equivalents, prepaid expenses and other assets, accounts payable and accrued expenses are generally considered to be representative of their respective values because of the short-term nature of those instruments.

Concentrations of Credit Risk and Sources of Supply

We are subject to credit risk from our portfolios of cash equivalents and marketable securities. We maintain our cash and cash equivalent and marketable securities balances with major commercial banks. Deposits held with the financial institutions exceed the amount of insurance provided on such deposits. We are exposed to credit risk in the event of a default by the financial institutions holding our cash and cash equivalents and marketable securities to the extent recorded on the consolidated balance sheets. We have also established guidelines to limit our exposure to credit risk by diversifying our marketable securities portfolio and placing them in investments with maturities that maintain safety and liquidity.

We rely on third-party manufacturers for the supply of active pharmaceutical ingredients.

Property and Equipment, Net

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Equipment is depreciated using the straight-line method over its estimated useful life ranging from three to five years and leasehold improvements are amortized using the straight-line method over the estimated useful life of the asset or the lease term, whichever is shorter. Repair and maintenance costs are expensed as incurred.

Leases

We have entered into operating leases for real estate. We determine if an arrangement is a lease at inception and evaluate each lease agreement to determine whether the lease is an operating or finance lease. For leases where we are the lessee, right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the lease. Liabilities from operating leases are included in accrued expenses and long-term lease liabilities on our consolidated balance sheet. ROU assets and lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As our leases do not provide an implicit interest rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any prepaid lease payments, lease incentives received, and costs which will be incurred in exiting a lease. Our leases often include options to extend or terminate the lease. These options are included in the lease term when it is reasonably certain that we will exercise that option. As of December 31, 2023, it is not reasonably certain that these options will be exercised and they are not included within the lease term. Short-term leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. We have lease agreements with lease and non-lease components which are accounted for as a single lease component for all of our leases.

Impairment of Long-Lived Assets

We account for long-lived assets in accordance with authoritative guidance for impairment or disposal of long-lived assets. Long-lived assets are reviewed for events or changes in circumstances, which indicate that their carrying value may not be recoverable.

Goodwill

Our goodwill, which has an indefinite useful life, represents the excess of the cost over the fair value of net assets acquired from its business combination. The determination of the value of goodwill and intangible assets arising from business combinations and asset acquisitions requires extensive use of accounting estimates and judgments to allocate the purchase price to the fair value of the net tangible and intangible assets acquired, including capitalized in-process research and development ("IPR&D").

Goodwill is reviewed for impairment at least annually, or more frequently if an event occurs indicating the potential for impairment. During the impairment review process, we consider qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than the carrying amount, including goodwill. If we determine that it is not more likely than not that the fair value of our reporting unit is less than the carrying amount, then no additional assessment is deemed necessary. Otherwise, we proceed to compare the estimated fair values of the reporting units with the carrying values, including goodwill. If the carrying amounts of the reporting units exceed the fair values, we record an impairment loss based on the difference. We completed our most recent annual evaluation for impairment for goodwill as of December 31, 2023 using the qualitative assessment and determined that no impairment existed, and no charges were recorded.

Equity Method Accounting

We held significant influence, but not a controlling interest, in our former affiliate Zentera. From the deconsolidation of Zentera during July 2021 until the termination of our collaboration Zentera during the six-months ended June 30, 2023, this investment was accounted for using the equity method. Our share of earnings or losses of the investment entity were reported on the consolidated statement of operations, with a corresponding increase or decrease to the equity investment carried on the statement of financial position. This information was generally not received sufficiently timely for us to record our portion of earnings or loss in the current financial statements, and therefore we reported our portion of earnings or loss on a one quarter lag. The maximum exposure to loss as a result of our investment in Zentera was directly associated with the carrying amount of the equity method investment on our consolidated balance sheet, which is zero as of December 31, 2023.

Research and Development Expenses

Research and development expenses include salaries and benefits, facilities and other overhead expenses, external clinical trial expenses, research-related manufacturing services, contract services and other outside expenses. Research and development expenses are charged to operating expenses as incurred when these expenditures relate to our research and development efforts and have no alternative future uses. Reimbursed research and development costs under government grant arrangements are recorded as a reduction to research and development expenses and are recognized in the period in which the related costs are incurred.

We are obligated to make upfront payments upon execution of certain research and development agreements. Advance payments, including nonrefundable amounts, for goods or services that will be used or rendered for future research and development activities are deferred. Such amounts are recognized as expense as the related goods are delivered or the related services are performed, or such time when we do not expect the goods to be delivered or services to be performed.

Clinical Trial Expenses

We make payments in connection with our clinical trials under contracts with CROs that support conducting and managing clinical trials. The financial terms of these agreements are subject to negotiation and vary from contract to contract and may result in uneven payment flows. Generally, these agreements set forth the scope of work to be performed at a fixed fee, unit price or on a time and materials basis. A portion of our obligation to make payments under these contracts depends on factors such as the successful enrollment or treatment of patients or the completion of other clinical trial milestones.

Expenses related to clinical trials are accrued based on our estimates and/or representations from service providers regarding work performed, including actual level of patient enrollment, completion of patient studies and progress of the clinical trials. Other incidental costs related to patient enrollment or treatment are accrued when reasonably certain. If the amounts we are obligated to pay under our clinical trial agreements are modified (for instance, as a result of changes in the clinical trial protocol or scope of work to be performed), we adjust our accruals accordingly. Revisions to our contractual payment obligations are charged to expense in the period in which the facts that give rise to the revision become reasonably certain.

Share-Based Compensation

We record share-based compensation expense associated with equity instruments in accordance with the authoritative guidance for stock-based compensation. The cost of employee services received in exchange for an award of an equity instrument is measured at the grant date based on the estimated fair value of the award and is recognized as expense on a straight-line basis over the requisite service period of the award. Share-based compensation expense for an award with a performance condition is recognized when the achievement of such performance condition is determined to be probable. If the outcome of such performance condition is not determined to be probable or is not met, no compensation expense is recognized, and any previously recognized compensation expense is reversed. Forfeitures are recognized as a reduction of share-based compensation expense as they occur.

Income Taxes

Deferred income taxes are recognized for the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. A provision has been made for income taxes due on taxable income and for the deferred taxes on temporary differences. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. Realization of the deferred income tax asset is dependent on gathering sufficient taxable income in future years.

Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the combination of the tax payable for the period and the change during the period in deferred tax assets and liabilities. We follow the accounting guidance on accounting for uncertainty in income taxes. The guidance prescribes a recognition threshold and measurement attribute criteria for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities based on the technical merits of the position.

Accumulated Other Comprehensive Income

Accumulated other comprehensive income is the result of unrealized gains and losses on marketable securities.

Net Loss per Common Share Outstanding

Basic net loss per common share outstanding is computed by dividing net loss, after adjusting for dividends, if declared, by the weighted-average number of common shares outstanding during the period. Diluted net loss per common share outstanding is computed using the weighted-average number of common shares outstanding during the period and, if dilutive, the weighted average number of potential common shares. Potential common shares consist of unvested restricted stock awards, unvested restricted stock units and common shares issuable upon the exercise of stock options.

Acquisitions and Contingent Consideration

The Company evaluates acquisitions of assets and other similar transactions to assess whether or not the transaction should be accounted for as a business combination or asset acquisition by first applying a screen test to determine if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets. If the screen is met, the transaction is accounted for as an asset acquisition. If the screen is not met, further determination is required as to whether or not the Company has acquired inputs and processes that have the ability to create outputs, which would meet the requirements of a business.

If determined to be a business combination, the Company accounts for the transaction under the acquisition method of accounting as indicated in Accounting Standards Update (ASU) 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which requires the acquiring entity in a business combination to recognize the fair value of all assets acquired, liabilities assumed, and any non-controlling interest in the acquired entity and establishes the acquisition date as the fair value measurement point. Accordingly, the Company recognizes assets acquired and liabilities assumed in business combinations, including contingent assets and liabilities, and non-controlling interest in the acquired entity based on the fair value estimates as of the date of acquisition. In accordance with Accounting Standards Codification (ASC) 805, Business Combinations, the Company recognizes and measures goodwill as of the acquisition date, as the excess of the fair value of the consideration paid over the fair value of the identified net assets acquired.

The consideration for the Company's business acquisitions may include future payments that are contingent upon the occurrence of a particular event or events. The obligations for such contingent consideration payments are recorded at fair value on the acquisition date. The contingent consideration obligations are then evaluated each reporting period. Changes in the fair value of contingent consideration, other than changes due to payments, are recognized as a gain or loss and recorded within change in the fair value of deferred and contingent consideration liabilities in the consolidated statements of comprehensive loss. Contingent consideration liabilities expected to be settled within 12 months after the balance sheet date are presented in current liabilities. Contingent consideration liabilities expected to be settled 12 months after the balance sheet date are presented in long-term liabilities.

If determined to be an asset acquisition, the Company accounts for the transaction under ASC 805-50, which requires the acquiring entity to recognize assets acquired and liabilities assumed based on the cost to the acquiring entity on a relative fair value basis, which includes transaction costs in addition to consideration given. No gain or loss is recognized as of the date of acquisition unless the fair value of non-cash assets given as consideration differs from the assets' carrying amounts on the acquiring entity's books. Consideration transferred that is non-cash will be measured based on either the cost (which shall be measured based on the fair value of the consideration given) or the fair value of the assets acquired and liabilities assumed, whichever is more reliably measurable. Goodwill is not recognized in an asset acquisition and any excess consideration transferred over the fair value of the net assets acquired is allocated to the identifiable assets based on relative fair values. If the in-licensed agreement for in-process research and development ("IPR&D") does not meet the definition of a business and the assets have not reached technological feasibility and therefore have no alternative future use, the Company expenses payments made under such license agreements as acquired IPR&D expense in its consolidated statement of comprehensive loss. Contingent consideration payments in asset acquisitions are recognized when the contingency is resolved and the consideration is paid or becomes payable (unless the contingent consideration meets the definition of a derivative, in which case the amount becomes part of the basis in the asset acquired). Upon recognition of the contingent consideration payment, the amount is included in the cost of the acquired asset or group of assets.

3. Significant Transactions

Zentera Therapeutics

On June 15, 2023, we announced that we and certain of our wholly owned subsidiaries had entered into an agreement to terminate our Collaboration and License Agreements (the "Termination Agreement") with Zentera Therapeutics, a Shanghai-based clinical-stage biopharmaceutical company focused on developing cancer therapeutics ("Zentera"), pursuant to which such wholly owned subsidiaries had granted to Zentera certain development and commercialization rights to our product candidates, azenosertib, ZN-d5 and ZN-c5 (the "Zentera Collaboration Products") in the People's Republic of China, Macau, Hong Kong and Taiwan (collectively, "Greater China"). As a result of the termination of these agreements, we regained the rights from Zentera for azenosertib, ZN-d5 and ZN-c5 in Greater China, and now hold worldwide development and commercialization rights to these assets. Concurrent with the agreement to terminate the Collaboration and License Agreements, we executed a share purchase agreement (the "Share Purchase Agreement") with Zentera to return our 40.3% equity stake in Zentera for de minimis consideration.

We assessed the Termination Agreement and Share Purchase Agreement together and determined that the transaction to reacquire the licensed intellectual property without an acquired workforce, inputs or any substantive processes capable of contributing to the ability to produce outputs, represents asset acquisitions for accounting purposes.

The total consideration transferred of $45.6 million was comprised of the following components: Fixed consideration of $30 million, representing an up-front payment. Fixed consideration of forgiveness of $9.4 million of outstanding receivables under the Collaboration and License Agreements. Fixed consideration of the return of our 40.3% equity stake in Zentera for de minimis cash consideration. Using the adjusted balance sheet method under the cost approach, the difference between the carrying value of the equity method investment at the time of the transaction and the fair value of the equity method investment after the return of the intellectual property was $13.7 million, which was recognized as a loss on the equity method investment line item in the statement of operations during the second quarter of 2023. Variable consideration of a change in control milestone payment as contingent consideration can be either zero or $15.0 million. The value of the contingent consideration of approximately $0.5 million was calculated using estimates of future discounted cash flows, and other significant estimates including estimates for probability of milestone achievement and discount rates. The value of the contingent consideration for this milestone will be remeasured at fair value at each reporting period with gains and losses reported in the statement of operations, as applicable. We also incurred $0.5 million of acquisition-related costs that were included in the total consideration for the acquired assets. Additional consideration to be paid to Zentera includes a low single digit royalty on net sales of azenosertib, ZN-d5 and ZN-c5 in the Greater China region. These additional payments are payable only after regulatory approval and commercials sales in the Greater China region and are excluded from the transaction price.

The fair value of in-process research and development assets acquired was based on the market approach, which includes significant estimates. These estimates included calibration adjustments for comparable companies, cost estimates, control and marketability discounts, as well as estimates for the probability of success and applicable discount rates. The excess of the fair value of the consideration given in exchange for the Zentera in-process research and development received was accounted for as a contract termination cost. The Company determined to recognize the full amount of $45.6 million in the condensed consolidated statement of operations and comprehensive loss during the year ended December 31, 2023.

4. Business Combinations

Kalyra Pharmaceuticals, Inc.

On December 21, 2017, we acquired $4.5 million of Kalyra Pharmaceuticals, Inc.'s ("Kalyra") Series B Preferred Stock representing a 25% equity interest in Kalyra for purposes of entering the analgesics therapeutic research space. The acquisition price was paid entirely in cash.

In accordance with the authoritative guidance, we concluded that Kalyra is a business consisting of inputs, employees, intellectual property and processes capable of producing outputs. Additionally, we have concluded that Kalyra is a VIE, we are the primary beneficiary and have the power to direct the activities that most significantly affect Kalyra's economic performance through common management and our board representation. Prior to December 21, 2017, the Company and Kalyra transacted for the delivery of research and development services and support. The financial position and results of operations of Kalyra have been included in our consolidated financial statements from the date of the initial investment.

Pursuant with authoritative guidance, we have recorded the identifiable assets, liabilities and noncontrolling interests in the VIE at their fair value upon initial consolidation. The identified goodwill is comprised of the workforce and expected synergies from combining the entities. Total assets and liabilities of Kalyra as of December 31, 2023 and 2022 are immaterial.

The liabilities recognized as a result of consolidating Kalyra do not represent additional claims on our general assets. Pursuant to the authoritative guidance, the equity interest in Kalyra not owned by Zentalis is reported as a noncontrolling interest on our consolidated balance sheets.

The following is a reconciliation of equity (net assets) attributable to the noncontrolling interest (in thousands):

	December 31,	
	2023	2022
Noncontrolling interest at beginning of period	$ 221	$ 528
Net loss attributable to noncontrolling interest	(114)	(307)
Noncontrolling interest at end of period	$ 107	$ 221

5. Fair Value Measurement

Available-for-sale marketable securities consisted of the following (in thousands):

	December 31, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Commercial paper	$ 75,227	$ 60	$ (15)	$ 75,272
Corporate debt securities	229,896	2,036	—	231,932
US government agencies	83,025	100	(78)	83,047
US Treasury securities	64,538	103	(11)	64,630
	$ 452,686	$ 2,299	$ (104)	$ 454,881

	December 31, 2022			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Commercial paper	$ 296,309	$ 71	$ (587)	$ 295,793
Corporate debt securities	7,472	—	(26)	7,446
US government agencies	23,970	—	(182)	23,788
US Treasury securities	67,904	—	(629)	67,275
	$ 395,655	$ 71	$ (1,424)	$ 394,302

As of December 31, 2023, twenty of our available-for-sale debt securities with a fair market value of $113.4 million were in a gross unrealized loss position of $0.1 million. When evaluating an investment for impairment, we review factors such as the severity of the impairment, changes in underlying credit ratings, forecasted recovery, our intent to sell or the likelihood that we would be required to sell the investment before its anticipated recovery in market value and the probability that the scheduled cash payments will continue to be made. Based on our review of these marketable securities, we believe none of the unrealized loss is as a result of a credit loss as of December 31, 2023, because we do not intend to sell these securities, and it is not more-likely-than-not that we will be required to sell these securities before the recovery of their amortized cost basis.

Contractual maturities of available-for-sale debt securities are as follows (in thousands):

	December 31, 2023	December 31, 2022
	Estimated Fair Value	
Due within one year	$ 267,336	$ 394,302
After one but within five years	187,545	—
	$ 454,881	$ 394,302

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Fair value should maximize the use of observable inputs and minimize the use of unobservable inputs. The Company determines the fair value of financial assets and liabilities using three levels of inputs as follows:

Level 1—Inputs which include quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2—Inputs (other than quoted market prices included in Level 1) that are either directly or indirectly observable, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the instrument's anticipated life.

Level 3—Unobservable inputs for assets or liabilities and include little or no market activity.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The Company had $0.5 million in contingent consideration liabilities as of December 31, 2023 related to the agreement to terminate its Collaboration and License Agreements with Zentera. The contingent consideration balance is limited to one potential milestone payment measured at fair value (See *Note 3 - Significant Transactions* for additional information). The fair value of the contingent consideration is estimated based on the monetary value of the milestone discounted for the probability of achieving the milestone and a present value factor based on the timing of when the milestone is expected to be achieved. The value for the contingent consideration balance is based on significant inputs not observable in the market which represents Level 3 measurement within the fair value hierarchy. This liability did not exist as of December 31, 2022.

The following table summarizes, by major security type, our cash equivalents and available-for-sale marketable securities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy (in thousands):

	December 31, 2023			
	Level 1	Level 2	Level 3	Total estimated fair value
Cash equivalents:				
Money market funds	$ 4,755	$ —	$ —	$ 4,755
Total cash equivalents:	4,755	—	—	4,755
Available-for-sale marketable securities:				
Commercial paper	—	75,272	—	75,272
Corporate debt securities	—	231,932	—	231,932
US government agencies	—	83,047	—	83,047
US Treasury securities	—	64,630	—	64,630
Total available-for-sale marketable securities:	—	454,881	—	454,881
Total assets measured at fair value	$ 4,755	$ 454,881	$ —	$ 459,636
Financial liabilities:				
Contingent consideration	—	—	500	500
Total financial liabilities	$ —	$ —	$ 500	$ 500

	December 31, 2022			
	Level 1	Level 2	Level 3	Total estimated fair value
Cash equivalents:				
Money market funds	$ 26,811	$ —	$ —	$ 26,811
Commercial paper	1,998	—	—	1,998
Total cash equivalents:	28,809	—	—	28,809
Available-for-sale marketable securities:				
Commercial paper	—	295,793	—	295,793
Corporate debt securities	—	7,446	—	7,446
US government agencies	—	23,788	—	23,788
US Treasury securities	67,275	—	—	67,275
Total available-for-sale marketable securities:	67,275	327,027	—	394,302
Total assets measured at fair value	$ 96,084	$ 327,027	$ —	$ 423,111
Financial liabilities:				
Contingent consideration	—	—	—	—
Total financial liabilities	$ —	$ —	$ —	$ —

The following significant unobservable inputs were used in the valuation of the contingent consideration payable to Zentera pursuant to the Termination Agreement at December 31, 2023:

Contingent Consideration Liability	Fair Value as of December 31, 2023 (in thousands)	Valuation Technique	Unobservable Input	Range
Milestone payment	$ 500	Discounted cash flow	Likelihood of occurrence	1.0%- 2.4%
			Discount rate	40%
			Expected term	Perpetuity

The following table reflects the activity for the Company's contingent consideration, measured at fair value using Level 3 inputs (in thousands):

Contingent consideration at December 31, 2022	$ —
Issuance of contingent consideration to Zentera	500
Changes in the fair value of contingent consideration	—
Contingent consideration at December 31, 2023	$ 500

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the year ended December 31, 2023. We had 1 instrument that was classified within Level 3 as of December 31, 2023. No instruments were classified as Level 3 as of December 31, 2022. As of December 31, 2023 and December 31, 2022, no material fair value adjustments were required for non-financial assets and liabilities.

6. Prepaid Expenses and Other Assets

Prepaid expenses and other assets consisted of the following (in thousands):

	December 31,	
	2023	2022
Prepaid insurance	$ 747	$ 1,018
Prepaid software licenses and maintenance	691	958
Foreign R&D credit refund	500	659
Prepaid research and development expenses	13,640	15,002
Interest receivable	3,337	508
Sublease assets	1,471	—
Zentera receivable	—	5,874
Other prepaid expenses	231	266
Total prepaid expenses and other current assets	20,617	24,285
Less long-term portion	6,818	9,723
Total prepaid expenses and other assets, current	$ 13,799	$ 14,562

7. Property and Equipment, net

Property and equipment, net consisted of the following (in thousands):

	December 31,	
	2023	2022
Lab equipment	$ 3,069	$ 2,622
Leasehold improvements	4,235	4,891
Office equipment and furniture	1,340	2,065
Computer equipment	150	150
Construction in process	173	37
Subtotal	8,967	9,765
Accumulated depreciation and amortization	(3,148)	(2,060)
Property and equipment, net	$ 5,819	$ 7,705

Depreciation and amortization expense was approximately $1.4 million, $1.4 million and $0.5 million for the years ended December 31, 2023, 2022 and 2021 respectively.

8. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31,	
	2023	2022
Accrued research and development expenses	$ 36,261	$ 32,310
Accrued employee expenses	14,477	11,246
Accrued general and administrative expenses	1,032	662
Lease liability	2,623	2,162
Contingent consideration	500	—
Income taxes payable	281	384
Accrued legal expenses	1,047	1,256
Total accrued expenses	56,221	48,020
Less long-term portion	1,780	2,620
Total accrued expenses, current	$ 54,441	$ 45,400

9. Stockholders' Equity

Follow-on Offerings of Common Stock

On June 15, 2023, we completed a follow-on offering in which we issued and sold 11,032,656 shares of common stock at a public offering price of $22.66 per share. The total gross proceeds for the offering were approximately $250.0 million, before deducting offering expenses of $14.3 million payable by us.

On May 18, 2022, we completed a follow-on offering in which we issued and sold 10,330,000 shares of common stock at a public offering price of $19.38 per share. The total gross proceeds for the offering were approximately $200.2 million, before deducting offering expenses of $11.4 million payable by us.

Direct Offering of Common Stock

On April 29, 2022, pursuant to our Registration Statement on Form S-3 (Registration No. 333-255769), filed with the SEC on May 4, 2021, we completed a direct offering of common stock to Pfizer Inc. (“Pfizer”). We issued and sold 953,834 shares of our common stock at an offering price of $26.21 per share. The total gross proceeds for the offering were approximately $25.0 million, before deducting offering expenses of $0.3 million payable by us. The parties have entered into an agreement to collaborate to advance the clinical development of azenosertib (ZN-c3), a selective WEE1 inhibitor designed to induce synthetic lethality in cancer cells. We did not grant Pfizer any economic ownership or control of azenosertib or the rest of our pipeline. The gross offering proceeds received from Pfizer exceeded the fair value of our common stock on the date of the investment. As of December 31, 2023, $2.5 million has been recorded as accrued research and development expense on the consolidated balance sheet and will be recognized as a reduction of research and development expense over the term of the collaboration agreement.

ATM Program

In May 2021, the Company entered into a sales agreement (the “Sales Agreement”), with Leerink Partners LLC, as sales agent, pursuant to which the Company may, from time to time, issue and sell common stock with an aggregate value of up to $200.0 million in “at-the-market” offerings (the “ATM”), under the Company's Registration Statement on Form S-3 (File No. 333-255769). Sales of common stock, if any, pursuant to the Sales Agreement, may be made in sales deemed to be an “at the market offering” as defined in Rule 415(a) of the Securities Act, including sales made directly through The Nasdaq Global Market or any other existing trading market for the Company's common stock. During the quarter ended December 31, 2023, we did not sell any shares of common stock under the Sales Agreement. As of December 31, 2023 there was $140.3 million of common stock remaining available for sale under the Sales Agreement.

Share-based Compensation

Effective April 2020, the Company's Board of Directors adopted, and the Company's stockholders approved the 2020 Incentive Award Plan (the "2020 Plan"), which allows for grants to selected employees, consultants and non-employee members of the Board of Directors. We currently grant stock options and restricted stock units ("RSUs"), under the 2020 Plan. Awards may be made under the 2020 Plan covering up to the sum of (1) 5,600,000 shares of common stock; plus (2) any shares forfeited from the unvested restricted shares of our common stock issued upon conversion of unvested Class B common units (up to 1,250,000 shares); plus (3) an annual increase on the first day of each fiscal year beginning with the fiscal year ending December 31, 2021 and continuing to, and including, the fiscal year ending December 31, 2030, equal to the lesser of (a) 5% of the shares of common stock outstanding on the final day of the immediately preceding calendar year and (b) such smaller number of shares as determined by our Board of Directors.

In July 2022, the Company's Board of Directors approved the Zentalis Pharmaceuticals, Inc. 2022 Employment Inducement Incentive Award Plan (the "2022 Inducement Plan"), which is used exclusively for the grant of equity awards to new employees as an inducement material to the employees' entering into employment with the Company. As of December 31, 2023, the Board of Directors reserved 2,275,000 shares of the Company's common stock for issuance pursuant to awards granted under the 2022 Inducement Plan.

As of December 31, 2023, 9,240,394 shares were subject to outstanding awards under the 2020 Plan and 1,836,357 shares were available for future grants of share-based awards under the 2020 Plan. As of December 31, 2023, 1,995,856 shares were subject to outstanding awards under the 2022 Inducement Plan and 254,144 shares were available for future grants of share-based awards under the 2022 Inducement Plan.

During 2023, we issued an aggregate of 54,324 shares of common stock in connection with the exercises of stock options for cash in the aggregate amount of approximately $1.0 million. We did not issue any shares of common stock in connection with grants of restricted stock awards ("RSA's"). We issued 360,555 shares of common stock, upon vesting of RSU's.

Total share-based compensation expense related to share-based awards was comprised of the following (in thousands):

	Year ended December 31,		
	2023	2022	2021
Research and development expense	$ 24,519	$ 20,439	$ 14,879
General and administrative expense	30,303	26,401	20,858
Total share-based compensation expense	$ 54,822	$ 46,840	$ 35,737

Share-based compensation expense by type of share-based award (in thousands):

	Year ended December 31,		
	2023	2022	2021
Stock options	$ 41,642	$ 36,338	$ 20,773
RSAs and RSUs	12,816	10,075	14,643
Employee Stock Purchase Plan	364	427	321
	$ 54,822	$ 46,840	$ 35,737

Prior to the deconsolidation of Zentera during the third quarter of 2021, total share-based compensation expense includes $138 thousand of share-based compensation expense for employees, consultants and directors of Zentera, for the year ended December 31, 2021.

Total unrecognized estimated compensation cost by type of award and the weighted average requisite service period over which such expense is expected to be recognized (in thousands, unless otherwise noted):

	December 31, 2023	
	Unrecognized Expense	Remaining Weighted-Average Recognition Period (Years)
Stock options	$ 92,129	2.7
RSAs	$ 1	0.0
RSUs	$ 20,699	2.5

Stock Options: The following table summarizes option activity for the year ended December 31, 2023. The amounts include stock options granted to both employees and non-employees:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2022	8,051,459	$ 29.97		
Granted	3,772,345	$ 22.17		
Exercised	(54,324)	$ 18.31		
Cancelled	(1,752,045)	$ 32.82		
Outstanding at December 31, 2023	10,017,435	$ 26.59	7.8	$160
Vested and expected to vest at December 31, 2023	10,017,435	$ 26.59	7.8	$160
Exercisable at December 31, 2023	4,086,661	$ 27.91	6.6	$—

The weighted average grant date fair value of stock options granted during the years ended December 31, 2023, 2022 and 2021 was $15.48 per share, $20.45 per share and $33.27 respectively. The total intrinsic value of options exercised during the years ended December 31, 2023, 2022 and 2021 was approximately $0.3 million, $2.0 million and $8.8 million, respectively.

The exercise price of stock options granted is equal to the closing price of the Company's common stock on the date of grant. The fair value of each option award is estimated on the date of grant using the Black-Scholes model. Due to the Company's limited operating history and a lack of company specific historical and implied volatility data, the Company estimates expected volatility based on the historical volatility of a group of similar companies that are publicly traded. The historical volatility data was computed using the daily closing prices for the selected companies' shares during the equivalent period of the calculated expected term of the stock-based awards. The Company uses the "simplified method" for estimating the expected term of employee options, whereby the expected term equals the arithmetic average of the vesting term and the original contractual term of the option (generally 10 years). The risk-free interest rate is based on the U.S. Treasury yield for a period consistent with the expected term of the option in effect at the time of the grant. The Company has not issued any dividends and does not expect to issue dividends over the life of the options. As a result, the Company has estimated the dividend yield to be zero. The fair value of the stock options granted during the year ended December 31, 2023 was determined with the following assumptions:

	Year ended December 31,		
	2023	2022	2021
Expected volatility	73.5% - 80.8%	73.6% - 80.5%	73.2% - 76.6%
Average expected term (in years)	5.5 - 6.1	6.0 - 6.5	5.2 - 6.1
Risk-free interest rate	3.4% - 4.7%	1.5% - 4.2%	0.5% - 1.3%
Expected dividend yield	—%	—%	—%

Restricted Stock Awards: RSAs are shares of our common stock subject to forfeiture restrictions that lapse based on the awardee's continued employment or service. The shares covered by a RSA cannot be sold, pledged or otherwise disposed of until the awards vest, and any unvested shares will be forfeited following the awardee's termination of service.

The following table summarizes RSA activity for the year ending December 31, 2023. The amounts include RSAs granted to both employees and non-employees:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2022	125,506	$ 5.45
Vested	(120,102)	$ 5.53
Forfeited	(4,455)	$ 3.30
Outstanding at December 31, 2023	949	$ 4.61

The fair value of RSAs issued upon conversion of the unvested profit interest award units was based on a Black-Scholes pricing model. The estimated fair value of the RSAs for any future grants will be based on the closing market value of our common stock on the date of grant. The total grant date fair value of RSAs vested during the years ended December 31, 2023, 2022 and 2021 was approximately $0.7 million, $1.0 million and $1.7 million, respectively. The fair value of RSAs vested during the years ended December 31, 2023, 2022 and 2021, was approximately $2.7 million, $8.3 million and $21.0 million, respectively.

Restricted Stock Units: An RSU is a promise by us to issue a share of our common stock upon vesting of the unit.

The following table summarizes RSU activity for the year ending December 31, 2023. The amounts include RSUs granted to both employees and non-employees:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2022	922,901	$ 27.48
Granted	968,823	$ 22.94
Vested	(360,555)	$ 27.02
Forfeited	(312,354)	$ 25.88
Outstanding at December 31, 2023	1,218,815	$ 24.56

The estimated fair value of the RSUs was based on the closing market value of our common stock on the date of grant. The total grant date fair value of RSUs vested during the years ended December 31, 2023, 2022 and 2021 was approximately $9.7 million $4.6 million and $12.7 million, respectively. The fair value of RSUs vested during the years ended December 31, 2023, 2022 and 2021 was approximately $7.7 million, $7.3 million and $26.4 million, respectively.

Employee Stock Purchase Plan

Effective April 2020, the Company's Board of Directors adopted, and the Company's stockholders approved the 2020 Employee Stock Purchase Plan (the "2020 ESPP"), which was subsequently amended and restated effective March 15, 2021 to provide for a share reserve of 2,000,000 shares. As of December 31, 2023, 1,913,160 shares were available for issuance under the 2020 ESPP.

The weighted average assumptions used to estimate the fair value of stock purchase rights under the 2020 ESPP are as follows:

	Year ended December 31,		
	2023	2022	2021
ESPP			
Volatility	85.8 %	74.0 %	48.2 %
Expected term (years)	0.5	0.5	0.5
Risk free rate	4.8 %	1.6 %	0.1 %
Expected dividend yield	— %	— %	— %

Under the terms of the 2020 ESPP, the Company's employees may elect to have up to 20% of their compensation, up to a maximum of $21,250 per calendar year, withheld to purchase shares of the Company's common stock for a purchase price equal to 85% of the lower of the fair market value per share (at closing) of the Company's common stock on (i) the first trading day of a six-month offering period, or (ii) the applicable purchase date, defined as the last trading day of the six-month offering period.

10. Commitments and Contingencies

Legal Contingencies

From time to time, we may be involved in various disputes, including lawsuits and claims arising in the ordinary course of business, including actions with respect to intellectual property, employment, and contractual matters. Any of these claims could subject us to costly legal expenses. The Company records a liability in its consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. The Company reviews these estimates each accounting period as additional information is known and adjusts the loss provision when appropriate. If a matter is both probable to result in a liability and the amounts of loss can be reasonably estimated, the Company estimates and discloses the possible loss or range of loss to the extent necessary to make the consolidated financial statements not misleading. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in our consolidated financial statements. While we do generally believe that we have adequate insurance to cover many different types of liabilities, our insurance carriers may deny coverage, or our policy limits may be inadequate to fully satisfy any damage awards or settlement. If this were to happen, the payment of any such awards could have a material adverse effect on our consolidated results of operations and financial position. Additionally, any such claims, whether or not successful, could damage our reputation and business. We are currently not a party to any legal proceedings that require a loss liability to be recorded.

Operating Leases

In September 2020, we entered into a lease for approximately 117,900 square feet of laboratory and office space in San Diego. This lease was partially terminated and amended during September 2021. This amendment reduced the rentable square feet by approximately 43,200. The lease commenced in December 2021 and continues through September 2032. The lease also included access to a temporary space of 13,200 square feet of laboratory and office space in San Diego. This lease component commenced in November 2020 and continued through January 2022. The lease is subject to approximately 3.0% annual increases throughout the lease term. We also pay for various operating costs, including utilities and real property taxes. The agreement includes two options to extend the lease for a period of five years each. When we determined our lease term for our operating lease right-of-use assets and lease liabilities for these leases, we did not include the extension options for this lease.

In March 2021, we entered into a lease for approximately 31,362 square feet of office space at 1359 Broadway, Suites 1710 and 1800 in New York, New York. The lease commenced in December 2021 and continues through November 2032. The lease is subject to one increase in per annum rent of approximately 8.1% commencing on the sixth anniversary of the commencement date. We received lease incentives under the agreement , including tenant allowances and free rent periods. We also pay for various operating costs, including utilities and real property taxes. The agreement contains one option to extend the lease for a period of five years. When we determined our lease term for our operating lease right-of-use assets and lease liabilities, we did not include the extension options for the lease.

In December 2023, we entered into a lease for approximately 4,115 square feet of office space in New York, New York. The lease commenced in December 2023 and continues through August 2027. The lease is subject to approximately 2.5% annual increases through the lease term. We received lease incentives under the agreement, including free rent periods. We also pay for various operating costs, including utilities and real property taxes. The agreement does not contain any option to extend.

On March 6, 2023, we entered into a sublease agreement pursuant to which we sublet the office space located at 1359 Broadway, Suites 1710 and 1800 in New York, New York to a subtenant. As a result of certain triggering events, we performed an interim impairment test by comparing the carrying value of the long-lived asset group to its estimated fair value, which was determined based on the income approach using a discounted cash flow model. Estimates and assumptions used in the model included projected cash flows and a discount rate. As a result, we recorded an impairment expense of $5.0 million within our operating expenses against our operating lease right-of-use asset and fixed assets associated with our New York lease during the year ended December 31, 2023. For the year ended December 31, 2023, we recorded lease income of $0.9 million relating to this sublease, presented as other income in the statement of operations.

Rent expense recorded by the Company under the leases was approximately $6.9 million, $7.0 million and $2.7 million for the years ended December 31, 2023, 2022 and 2021 respectively. We paid approximately $6.4 million, $2.5 million and $1.3 million of lease payments, respectively, during the years ended December 31, 2023, 2022 and 2021.

The following table presents the weighted average remaining lease term and weighted average discount rates related to our operating leases as of December 31, 2023:

Weighted average remaining lease term (in years)	8.7
Weighted average discount rate	9.0%

Approximate annual future minimum operating lease payments as of December 31, 2023 are as follows (in thousands):

Year	Amount
2024	$ 6,643
2025	7,002
2026	7,487
2027	7,606
2028	7,760
Thereafter	31,018
Total minimum lease payments:	67,516
Less: imputed interest	21,743
Total operating lease liabilities	45,773
Less: current portion	2,623
Lease liability, net of current portion	$ 43,150

11. Income Taxes

Zentalis Pharmaceuticals, Inc. is a corporation for tax purposes and is subject to income taxes which have been included in the consolidated financial statements.

The amount of net loss before income taxes and loss on equity method investment for the years ended December 31, 2023, 2022 and 2021 is as follows (in thousands):

	Year ended December 31,		
	2023	2022	2021
U.S. net loss before income taxes	$ (293,284)	$ (237,926)	$ (171,053)
Foreign net income (loss) before income taxes	378	344	4,663
Net loss before income taxes, including loss on equity method investment	$ (292,906)	$ (237,582)	$ (166,390)

The following table presents the current and deferred income tax provision (benefit) for federal, state and foreign income taxes (in thousands):

	Year ended December 31,		
	2023	2022	2021
Current tax provision:			
Federal	$ —	$ —	$ —
State	41	11	11
Foreign	249	298	550
Total current tax provision	290	309	561
Deferred tax provision:			
Federal	(891)	(683)	(120)
State	—	(41)	(736)
Foreign	—	(54)	(2)
Total deferred tax provision	(891)	(778)	(858)
Total provision for income taxes:	$ (601)	$ (469)	$ (297)

The following table is a reconciliation of the expected tax computed at the U.S. statutory federal income tax rate to the total provision for income taxes (in thousands):

	Year ended December 31,					
	2023		2022		2021	
Expected tax at 21%	$ (61,509)	21.0 %	$ (49,892)	21.0 %	$ (34,941)	21.0 %
State income tax, net of federal tax	(2,384)	0.8 %	(4,222)	1.8 %	(931)	0.6 %
Research credits	(2,031)	0.7 %	(12,558)	5.3 %	(6,938)	4.2 %
Share-based compensation	3,008	(1.0)%	1,245	(0.5)%	(3,307)	2.0 %
Deemed royalty	8,263	(2.8)%	—	— %	—	— %
Other	586	(0.2)%	(2,799)	1.2 %	939	(0.6)%
Section 162(m) limitations	5,028	(1.7)%	3,950	(1.7)%	3,982	(2.4)%
Effective Tax Rate Change	(10,420)	3.6 %	—	— %	—	— %
Change in valuation allowance	58,858	(20.1)%	63,807	(26.9)%	40,899	(24.6)%
Provision for income taxes	$ (601)	0.2 %	$ (469)	0.2 %	$ (297)	0.2 %

Deferred income taxes as of each of the following periods reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Significant components of our net deferred tax asset or liability are as follows (in thousands):

	December 31,	
	2023	2022
Deferred tax assets		
Net operating loss	$ 96,676	$ 95,392
Compensation	2,451	1,937
Share-based compensation	11,486	7,735
ASC 842 lease liability	11,131	9,967
Intangibles	11,185	1,745
Capitalized research and experimental expenditures	66,500	30,776
Accrued liabilities	1,163	476
Research credits	29,055	27,024
Other	22	62
Total gross deferred tax assets	229,669	175,114
Valuation allowance	(219,292)	(160,967)
Net deferred tax assets	10,377	14,147
Deferred tax liabilities		
Depreciable assets	(1,108)	(1,609)
ASC 842 right of use asset	(8,734)	(8,924)
Equity method investment	—	(4,467)
Other	(497)	—
Deferred tax liabilities	(10,339)	(15,000)
Net deferred tax assets (liabilities)	$ 38	$ (853)

Realization of a portion of the Company's deferred tax assets is dependent upon the Company generating sufficient taxable income in future years to obtain benefit from the reversal of temporary differences. Management considered all available evidence under existing tax law and anticipated expiration of tax statutes and determined that a valuation allowance of $219.3 million and $161.0 million was required as of December 31, 2023 and 2022, for those deferred tax assets that are not expected to provide future tax benefits. The increase in valuation allowance was primarily related to intangibles and the capitalized research expenditures during the period ended December 31, 2023.

At December 31, 2023, we have federal and state net operating loss ("NOL") carryforwards of approximately $396.1 million and $193.0 million, respectively. The federal NOL carryforwards generated in taxable years beginning prior to January 1, 2018 begin to expire in 2033. The federal NOL carryforwards generated in taxable years beginning after December 31, 2017 of $375.2 million can be carried forward indefinitely but may only be used to offset up to 80% of taxable income in future periods. The state NOL carryforwards begin to expire in 2033.

At December 31, 2023, we have federal and state research tax credit carryforwards, net of reserves, of approximately $23.0 million and $7.1 million, respectively. The federal credit carryforwards begin to expire in 2033, and the state credit carryforwards do not expire and can be carried forward indefinitely until utilized.

Pursuant to Internal Revenue Code ("Code") Sections 382 and 383, annual use of the Company's federal and California NOL and research and development credit carryforwards may be limited in the event a cumulative change in ownership of more than fifty percentage points by certain stockholders or groups of stockholders occurs within a three-year period. The Company has completed a Code Section 382 analysis through June 30, 2023 regarding the limitation of NOL carryforwards and other tax attributes. Under the Section 382 rules, the Company experienced ownership changes in 2015, 2019 and 2022. Additionally, several of the subsidiaries experienced an ownership change in 2020 based on the Section 382 rules for the time period prior to when the Company was a consolidated group for tax purposes. The Company's attributes are subject to annual limitations, however, the federal NOL's of $375.2 million carryforward indefinitely and the remaining $20.9 million begin to expire in 2033. There is a risk that additional ownership changes may occur in the future. If a future change in ownership occurs, the NOL carryforwards and other tax attributes could be limited or restricted. Additionally, the Company's NOLs prior to the tax consolidation are also subject to the separate return loss year ("SRLY") rules. The SRLY rules may limit one member from offsetting taxable income with losses generated from another member prior to joining the consolidated group.

Uncertain Tax Positions

In accordance with authoritative guidance, the impact of an uncertain income tax position on the income tax return must be recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant taxing authority. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained.

The following table reconciles the beginning and ending amount of unrecognized tax benefits for the fiscal years ended December 31 2023, and 2022 (in thousands):

	December 31,		
	2023	2022	2021
Gross unrecognized tax benefits at the beginning of the year	$ 4,297	$ 2,835	$ 1,932
Increase related to current year tax positions	857	1,112	969
Increase related to prior year tax positions	—	350	—
Decrease related to prior year tax positions	(940)	—	(66)
Gross unrecognized tax benefits at end of the year	$ 4,214	$ 4,297	$ 2,835

Included in the balance of unrecognized tax benefits at December 31, 2023 is $3.9 million that, if recognized, would not impact the Company's income tax benefit or effective tax rate as long as our deferred tax asset remains subject to a valuation allowance. The Company does not expect any significant increases or decreases to our unrecognized tax benefits within the next 12 months.

The Company recognizes interest and penalties related to unrecognized tax positions within the income tax expense line in the accompanying consolidated statements of operations. There were no accrued interest and penalties associated with uncertain tax positions as of December 31, 2023 and 2022.

The Company files federal and state income tax returns in the United States as well as income tax returns in Australia. Due to the Company's unutilized NOLs and credits, all years remain subject to income tax examination by authorities. The Company is not currently under examination by federal, state or foreign jurisdictions.

12. Net Loss Per Common Share

Basic and diluted net loss per common share were calculated as follows (in thousands except per share amounts):

	Year ended December 31,		
	2023	2022	2021
Numerator:			
Net loss attributable to Zentalis	$ (292,191)	$ (236,806)	$ (158,725)
Denominator:			
Weighted average number of common shares outstanding, basic and diluted	65,409	52,857	42,688
Net loss per common share	$ (4.47)	$ (4.48)	$ (3.72)

Our potential and dilutive securities, which include outstanding stock options, unvested RSAs and unvested RSUs have been excluded from the computation of diluted net loss per common share as the effect would be anti-dilutive.

The following common stock equivalents have been excluded from the calculations of diluted net loss per common share because their inclusion would be antidilutive (in thousands):

	Year ended December 31,		
	2023	2022	2021
Outstanding stock options	10,017	8,051	3,121
Unvested RSAs	1	126	742
Unvested RSUs	1,219	923	675
	11,237	9,100	4,538

13. Employee Savings Plan

We have an employee savings plan pursuant to Section 401(k) of the Internal Revenue Code. All employees are eligible to participate provided that they meet the requirements of the plan. The Company began making matching contributions under the plan during 2021. The Company has recorded as expense $1.5 million, $1.4 million and $1.0 million in matching contributions for the years ended December 31, 2023, 2022 and 2021 respectively.

14. Related Party Disclosures

Tempus

Kimberly Blackwell, M.D., our Chief Executive Officer and a member of our Board of Directors, was previously employed by Tempus Labs, Inc. ("Tempus") and served as an advisor of Tempus until June 2023, at which time Tempus ceased to be a related party of Zentalis. The Company entered into a Master Services Agreement with Tempus in December 2020 to provide data licensing and research services. There were $0.5 million, $0.2 million and $1.0 million incurred for services performed by Tempus for the period in which Tempus was a related party in 2023 and for the years ended December 31, 2022 and 2021, respectively.

Zentera

Kevin D. Bunker, Ph.D., our former Chief Scientific Officer, served as a member of the Board of Directors of Zentera until June 2023, when Dr. Bunker resigned in connection with the termination of our Collaboration and License Agreements with Zentera and the sale of our 40.3% equity stake in Zentera back to Zentera. For additional information, please see Note 3. Accordingly, the Company identified Zentera as a related party up until the date of termination.

In May 2020, each of our wholly owned subsidiaries, Zeno Alpha, Inc., K-Group Alpha, Inc. and K-Group Beta, Inc., entered into Collaboration and License Agreements, pursuant to which we collaborated with Zentera on the development and commercialization of the Zentera Collaboration Products, in Greater China. Under the terms of the Collaboration and License Agreements with Zentera, Zentera was responsible for the costs of developing the Zentera Collaboration Products in Greater China, and we were responsible for the costs of developing the Zentera Collaboration Products outside Greater China, provided that Zentera was obligated to reimburse us for a portion of its costs for global data management, pharmacovigilance, safety database management, and chemistry, manufacturing and controls activities with respect to each Zentera Collaboration Product.

For the periods in which Zentera was a related party in 2023 and for the years ended December 31, 2022 and 2021, the amounts incurred under this arrangement totaled $3.5 million, $11.0 million, and $5.3 million, respectively and are presented as contra-research and development expense in the consolidated statement of operations. As disclosed above, these Collaboration and License Agreements were terminated in June 2023 at which time Zentera ceased to be a related party of Zentalis.

15. Subsequent Events

On January 5, 2024, we entered into an exclusive, worldwide license agreement with Immunome, Inc. ("Immunome"), under which Immunome licensed from us ZPC-21 (now known as IM-1021), a preclinical ROR1 antibody-drug conjugate ("ADC") with best-in-class potential, and our proprietary ADC platform technology. Under the terms of the deal, we received an up-front payment of $35 million in cash and Immunome common stock. We are eligible to receive up to $275 million of milestone payments for ZPC-21 and other products that utilize the platform technology in addition to mid-to-high single-digit royalties.

ZENTALIS PHARMACEUTICALS, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM
Effective January 1, 2024

Non-employee members of the board of directors (the "***Board***") of Zentalis Pharmaceuticals, Inc. (the "***Company***") shall receive cash and equity compensation as set forth in this Non-Employee Director Compensation Program (this "***Program***"). This Program has been adopted under the Company's 2020 Incentive Award Plan (the "***Equity Plan***") and shall be effective as of January 5, 2023 (the "***Effective Date***"). The cash and equity compensation described in this Program shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a "***Non-Employee Director***") who is entitled to receive such cash or equity compensation, unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company. This Program shall remain in effect until it is revised or rescinded by further action of the Board. This Program may be amended, modified or terminated by the Board at any time in its sole discretion. The terms and conditions of this Program shall supersede any prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any of its Non-Employee Directors. No Non-Employee Director shall have any rights hereunder, except with respect to equity awards granted pursuant to the Program. Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Equity Plan.

1. Cash Compensation.

(a) Annual Retainers. Each Non-Employee Director shall receive an annual retainer of $45,000 for service on the Board.

(b) Additional Annual Retainers. In addition, each Non-Employee Director shall receive the following additional annual retainers, as applicable:

(i) Chairperson of the Board/Lead Independent Director. A Non-Employee Director serving as Chairperson of the Board or Lead Independent Director shall receive an additional annual retainer of $45,000 for such service.

(ii) Audit Committee. A Non-Employee Director serving as Chairperson of the Audit Committee shall receive an additional annual retainer of $20,000 for such service. A Non-Employee Director serving as a member of the Audit Committee (other than the Chairperson) shall receive an additional annual retainer of $10,000 for such service.

(iii) Compensation Committee. A Non-Employee Director serving as Chairperson of the Compensation Committee shall receive an additional annual retainer of $15,000 for such service. A Non-Employee Director serving as a member of the Compensation Committee (other than the Chairperson) shall receive an additional annual retainer of $7,500 for such service.

(iv) Nominating and Corporate Governance Committee. A Non-Employee Director serving as Chairperson of the Nominating and Corporate Governance Committee shall receive an additional annual retainer of $10,000 for such service. A Non-Employee Director serving as a member of the Nominating and Corporate Governance Committee (other than the Chairperson) shall receive an additional annual retainer of $5,000 for such service.

(v) Research & Development Committee. A Non-Employee Director serving as Chairperson of the Research & Development Committee shall receive an additional annual retainer of $16,000 for such service. A Non-Employee Director serving as a member of the Research & Development Committee (other than the Chairperson) shall receive an additional annual retainer of $7,500 for such service.

(c) Payment of Retainers. The annual retainers described in Sections 1(a) and 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be prorated for

the portion of such calendar quarter actually served as a Non-Employee Director, or in such position, as applicable.

2. Equity Compensation. Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Equity Plan, or any other applicable Company equity incentive plan then-maintained by the Company, and shall be granted subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms previously approved by the Board. All applicable terms of the Equity Plan apply to this Program as if fully set forth herein, and all grants of equity awards hereby are subject in all respects to the terms of the Equity Plan and the applicable award agreement.

(a) Initial Awards. Each Non-Employee Director who is initially elected or appointed to the Board after the Effective Date shall receive an award of restricted stock units under the Equity Plan, or any other applicable Company equity incentive plan then-maintained by the Company, covering that number of shares of the Company's common stock as is determined by dividing (i) $850,000, by (ii) the average closing price per share of the Company's common stock for the thirty (30) calendar days preceding the date of grant. The awards described in this Section 2(a) shall be referred to as "***Initial Awards***." No Non-Employee Director shall be granted more than one Initial Award.

(b) Subsequent Awards. A Non-Employee Director who (i) is serving on the Board as of the date of any annual meeting of the Company's stockholders after the Effective Date and has been serving as a Non-Employee Director for at least six months as of the date of such meeting, and (ii) will continue to serve as a Non-Employee Director immediately following such meeting, shall be automatically granted on the date of such meeting an award of restricted stock units under the Equity Plan, or any other applicable Company equity incentive plan then-maintained by the Company, covering that number of shares of the Company's common stock as is determined by dividing (i) $425,000 (or, with respect to the Non-Employee Director serving as Chairperson of the Board or Lead Independent Director, $495,000), by (ii) the average closing price per share of the Company's common stock for the thirty (30) calendar days preceding the grant date. The awards described in this Section 2(b) shall be referred to as "***Subsequent Awards***." For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an annual meeting of the Company's stockholders shall only receive an Initial Award in connection with such election, and shall not receive any Subsequent Award on the date of such meeting as well.

(c) Termination of Employment of Employee Directors. Members of the Board who are employees of the Company or any parent or subsidiary of the Company who subsequently terminate their employment with the Company and any parent or subsidiary of the Company and remain on the Board will not receive an Initial Award pursuant to Section 2(a) above, but to the extent that they are otherwise entitled, will receive, after termination from employment with the Company and any parent or subsidiary of the Company, Subsequent Awards as described in Section 2(b) above.

(d) Vesting of Awards Granted to Non-Employee Directors. Each Initial Award shall vest and become exercisable in substantially equal annual installments over the three (3) years following the date of grant, subject to the Non-Employee Director continuing in service on the Board through each such vesting date. Each Subsequent Award shall vest and/or become exercisable on the first to occur of (A) the first anniversary of the date of grant or (B) the next occurring annual meeting of the Company's stockholders, subject to the Non-Employee Director continuing in service on the Board through such vesting date. Unless the Board otherwise determines, no portion of an Initial Award or Subsequent Award which is unvested at the time of a Non-Employee Director's termination of service on the Board shall become vested thereafter. Unless otherwise expressly provided in an award agreement or other written agreement between the Company and a Non-Employee Director, upon a Change in Control (as defined in the Equity Plan), all outstanding equity awards granted under the Equity Plan, and any other equity incentive plan maintained by the Company, that are held by a Non-Employee Director shall become fully vested, irrespective of any other provisions of the applicable equity incentive plan or any award agreement.

3. Compensation Limits. Notwithstanding anything to the contrary in this Program, commencing with the first calendar year following the Effective Date, all compensation payable under this Program will be subject to any limits on the maximum amount of Non-Employee Director compensation set forth in the Equity Plan, as in effect from time to time; *provided, however*, that such

limits shall not apply to (a) the compensation for any Non-Employee Director of the Company who serves in any capacity in addition to that of a Non-Employee Director for which he or she receives additional compensation or (b) any compensation paid to any Non-Employee Director during the calendar year in which the Effective Date occurs.

4. Reimbursements. The Company shall reimburse each Non-Employee Director for all reasonable, documented, out-of-pocket travel and other business expenses incurred by such Non-Employee Director in the performance of his or her duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

* * * * *

Exhibit 10.6.1

ZENTALIS PHARMACEUTICALS, INC.

2022 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

ARTICLE I.
PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities. Capitalized terms used in the Plan are defined in Article XI.

ARTICLE II.
ELIGIBILITY

Eligible Individuals are eligible to be granted Awards under the Plan, subject to the limitations described herein.

ARTICLE III.
ADMINISTRATION AND DELEGATION

3.1 Administration. The Plan is administered by the Committee, which Committee will be constituted to satisfy Applicable Laws. The Board may abolish the Committee or re-vest in itself any previously delegated authority at any time; provided, however, that any action taken by the Board in connection with the administration of the Plan shall not be deemed approved by the Board unless such actions are approved by a majority of the Independent Directors. Awards under the Plan will be approved by (a) the Committee, which shall be comprised entirely of Independent Directors or (b) a majority of the Company's Independent Directors.

3.2. Powers of the Administrator. The Administrator has authority to determine which Eligible Individuals receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable, including, but not limited to, the adoption of procedures from time to time intended to ensure that an individual is an Eligible Individual prior to the granting of any Awards to such individual under the Plan (including without limitation a requirement, if any, that each such individual certify to the Company prior to the receipt of an Award under the Plan that he or she has not previously been employed by the Company or Subsidiary, or if previously employed, has had a bona fide period of non-employment, and that the grant of Awards under the Plan is an inducement material to his or her agreement to enter into employment with the Company or a Subsidiary). The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

ARTICLE IV.
STOCK AVAILABLE FOR AWARDS

4.1 Number of Shares. Subject to adjustment under Article VIII and the terms of this Article IV, Awards may be made under the Plan covering up to the Overall Share Limit. Shares issued under the

Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

4.2 Share Recycling. If all or any part of an Award expires, lapses or is terminated, exchanged for cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award, the unused Shares covered by the Award will, as applicable, become or again be available for Award grants under the Plan. Further, Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable tax withholding obligation (including Shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation) will, as applicable, become or again be available for Award grants under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not count against the Overall Share Limit.

ARTICLE V.
STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

5.1 General. The Administrator may grant Options or Stock Appreciation Rights to Eligible Individuals subject to the limitations in the Plan. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right, the exercise price of each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

5.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right.

5.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Stock Appreciation Right (i) the exercise of the Option or Stock Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right shall be extended until the date that is thirty (30) days after the end of the legal prohibition, black-out period or lock-up agreement, as determined by the Company; provided, however, in no event shall the extension last beyond the ten year term of the applicable Option or Stock Appreciation Right. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's

transferees to exercise any Option or Stock Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines. In addition, if, prior to the end of the term of an Option or Stock Appreciation Right, the Participant is given notice by the Company or any of its Subsidiaries of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as a Service Provider will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant will terminate immediately upon the effective date of such termination of Service).

5.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as specified in Section 9.5 for any applicable taxes. Unless the Administrator otherwise determines, an Option or Stock Appreciation Right may not be exercised for a fraction of a Share.

5.5 Payment Upon Exercise. Subject to any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

(a) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;

(d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) to the extent permitted by the Administrator, delivery of a promissory note or any other property that the Administrator determines is good and valuable consideration; or

(f) to the extent permitted by the Company, any combination of the above payment forms approved by the Administrator.

ARTICLE VI.
RESTRICTED STOCK; RESTRICTED STOCK UNITS

6.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Eligible Individual, subject to the Company's right to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant to Eligible Individuals Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Stock and Restricted Stock Unit Award, subject to the conditions and limitations contained in the Plan.

6.2 Restricted Stock.

(a) Dividends. Participants holding shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid.

(b) Stock Certificates. The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of shares of Restricted Stock, together with a stock power endorsed in blank.

6.3 Restricted Stock Units.

(a) Settlement. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.

(b) Stockholder Rights. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until the Shares are delivered in settlement of the Restricted Stock Unit.

(c) Dividend Equivalents. If the Administrator provides, a grant of Restricted Stock Units may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Restricted Stock Units with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement.

ARTICLE VII.
OTHER STOCK OR CASH BASED AWARDS

Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines. Subject to the provisions of the Plan, the

Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal (which may be based on the Performance Criteria), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

ARTICLE VIII.
ADJUSTMENTS FOR CHANGES IN COMMON STOCK AND CERTAIN OTHER EVENTS

8.1 Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article VIII, the Administrator will equitably adjust each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

8.2 Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of shares of Common Stock (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article IV hereof on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

8.3 Effect of Non-Assumption in a Change in Control. Notwithstanding the provisions of Section 8.2, if a Change in Control occurs and a Participant's Awards are not continued, converted, assumed, or replaced with a substantially similar award by (a) the Company, or (b) a successor entity or its parent or subsidiary (an "***Assumption***"), and provided that the Participant has not had a Termination of Service, then, immediately prior to the Change in Control, such Awards shall become fully vested, exercisable and/or payable, as applicable, and all forfeiture, repurchase and other restrictions on such Awards shall lapse, in which case, such Awards shall be canceled upon the consummation of the Change in Control in exchange for the right to receive the Change in Control consideration payable to other holders of Common Stock (i) which may be on such terms and conditions as apply generally to holders of Common Stock under the Change in Control documents (including, without limitation, any escrow, earn-out or other deferred consideration provisions) or such other terms and conditions as the Administrator may provide, and (ii) determined by reference to the number of shares subject to such Awards and net of any applicable exercise price; provided that to the extent that any Awards constitute "nonqualified deferred compensation" that may not be paid upon the Change in Control under Section 409A without the imposition of taxes thereon under Section 409A, the timing of such payments shall be governed by the applicable Award Agreement (subject to any deferred consideration provisions applicable under the Change in Control documents); and provided, further, that if the amount to which a Participant would be entitled upon the settlement or exercise of such Award at the time of the Change in Control is equal to or less than zero, then such Award may be terminated without payment. The Administrator shall determine whether an Assumption of an Award has occurred in connection with a Change in Control.

8.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to sixty days before or after such transaction.

8.5 General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale

or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article VIII.

ARTICLE IX.
GENERAL PROVISIONS APPLICABLE TO AWARDS

9.1 Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, and, during the life of the Participant, will be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

9.2 Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. Each Award may contain terms and conditions in addition to those set forth in the Plan.

9.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4 Termination of Status. The Administrator will determine how the disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

9.5 Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. In the absence of a contrary determination by the Company (or, with respect to withholding pursuant to clause (ii) below with respect to Awards held by individuals subject to Section 16 of the Exchange Act, a contrary determination by the Administrator), all tax withholding obligations will be calculated based on the minimum applicable statutory withholding rates. Subject to any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding; provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the

Administrator. Notwithstanding any other provision of the Plan, the number of Shares which may be so delivered or retained pursuant to clause (ii) of the immediately preceding sentence shall be limited to the number of Shares which have a Fair Market Value on the date of delivery or retention no greater than the aggregate amount of such liabilities based on the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America)); provided, however, to the extent such Shares were acquired by Participant from the Company as compensation, the Shares must have been held for the minimum period required by applicable accounting rules to avoid a charge to the Company's earnings for financial reporting purposes; provided, further, that, any such Shares delivered or retained shall be rounded up to the nearest whole Share to the extent rounding up to the nearest whole Share does not result in the liability classification of the applicable Award under generally accepted accounting principles in the United States of America. If any tax withholding obligation will be satisfied under clause (ii) above by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

9.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type and changing the exercise or settlement date. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article VIII or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may, without the approval of the stockholders of the Company, reduce the exercise price per share of outstanding Options or Stock Appreciation Rights or cancel outstanding Options or Stock Appreciation Rights in exchange for cash, other Awards or Options or Stock Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Stock Appreciation Rights.

9.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

9.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

ARTICLE X.
MISCELLANEOUS

10.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to

continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement.

10.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on stock certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

10.3 Effective Date and Term of Plan. The Plan will become effective on the date on which it is adopted by the Board and will remain in effect until terminated by the Administrator.

10.4 Amendment of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, other than an increase to the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after the Plan's termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Administrator will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

10.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6 Section 409A.

(a) General. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(b) Separation from Service. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A),

whether such "separation from service" occurs upon or after the termination of the Participant's Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service."

(c) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

10.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

10.8 Actions Required Upon Grant of Award. Following the issuance of any Award under the Plan, the Company shall, in accordance with the listing requirements of the applicable securities exchange, (a) promptly issue a press release disclosing the material terms of the grant, including the recipient(s) of the grant and the number of shares involved (and if the disclosure relates to an award to executive officers, or if the award was individually negotiated, then the disclosure must include the identity of the recipient), and (b) notify the applicable securities exchange of such grant no later than the earlier to occur of (i) five calendar days after entering into the agreement to issue the Award or (ii) the date of the public announcement of the Award.

10.9 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "***Data***"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive,

possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 10.9 in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents in this Section 10.9. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

10.10 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

10.11 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

10.12 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

10.13 Claw-back Provisions. All Awards (including, without limitation, any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt or exercise of any Award or upon the receipt or resale of any shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as and to the extent set forth in such claw-back policy or the Award Agreement.

10.14 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

10.15 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

10.16 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

10.17 Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including

amounts to be paid under the final sentence of Section 9.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

10.18 Stockholder Approval Not Required. It is expressly intended that approval of the Company's stockholders not be required as a condition of the effectiveness of the Plan, and the Plan's provisions shall be interpreted in a manner consistent with such intent for all purposes. Specifically, (Nasdaq Stock Market Rule 5635(c) generally requires stockholder approval for stock option plans or other equity compensation arrangements adopted by companies whose securities are listed on the Nasdaq Stock Market pursuant to which stock awards or stock may be acquired by officers, directors, employees or consultants of such companies. Nasdaq Stock Market Rule 5635(c)(4) provides an exemption in certain circumstances for "employment inducement" awards (within the meaning of Nasdaq Stock Market Rule 5635(c)(4)). Notwithstanding anything to the contrary herein, Awards under the Plan may only be made to employees who have not previously been an employee or director of the Company or a parent or Subsidiary, or following a bona fide period of non-employment by the Company or a parent or Subsidiary, in each case as an inducement material to the employee's entering into employment with the Company or a Subsidiary. Awards under the Plan will be approved by (y) the Committee, which shall be comprised solely of Independent Directors, or (z) a majority of the Company's Independent Directors. Accordingly, pursuant to Nasdaq Stock Market Rule 5635(c)(4), the issuance of Awards and the Shares issuable upon exercise or vesting of such Awards pursuant to the Plan are not subject to the approval of the Company's stockholders.

ARTICLE XI.
DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1 "***Administrator***" means the Committee, unless the Board has assumed the authority for administration of the Plan generally in accordance with Section 3.1 of the Plan.

11.2 "***Applicable Laws***" means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted.

11.3 "***Award***" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units or Other Stock or Cash Based Awards.

11.4 "***Award Agreement***" means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.5 "***Board***" means the Board of Directors of the Company.

11.6 "***Cause***" with respect to a Participant, means "Cause" (or any term of similar effect) as defined in such Participant's employment agreement with the Company if such an agreement exists and contains a definition of Cause (or term of similar effect), or, if no such agreement exists or such agreement does not contain a definition of Cause (or term of similar effect), then Cause shall include, but not be limited to: (i) the Participant's unauthorized use or disclosure of confidential information or trade secrets of the Company or any material breach of a written agreement between the Participant and the Company, including without limitation a material breach of any employment, confidentiality, non-compete, non-solicit or similar agreement; (ii) the Participant's commission of, indictment for or the entry of a plea of guilty or *nolo contendere* by the Participant 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) the Participant's gross negligence or willful misconduct or the Participant's willful or repeated failure or refusal to substantially perform assigned duties; (iv) any act of fraud, embezzlement, material misappropriation or dishonesty committed by the Participant against the Company; or (v) any acts, omissions or statements by a Participant which the Company reasonably determines to be materially detrimental or damaging to the reputation, operations, prospects or business relations of the Company.

11.7 "***Change in Control***" means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (c) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in subsections (a) or (c)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***"))

directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or portion of any Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b) or (c) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.8 "***Code***" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9 "***Committee***" means the Compensation Committee of the Board comprised of two or more Directors, each of whom is intended to qualify as an Non-Employee Director and Independent Director.

11.10 "***Common Stock***" means the common stock of the Company.

11.11 "***Company***" means Zentalis Pharmaceuticals, Inc., a Delaware corporation formed upon the statutory conversion of Zentalis Pharmaceuticals, LLC from a Delaware limited liability company into a Delaware corporation, or any successor.

11.12 "***Consultant***" means any person, including any adviser, engaged by the Company or its parent or Subsidiary to render services to such entity if the consultant or adviser: (a) renders bona fide services to the Company; (b) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company's securities; and (c) is a natural person.

11.13 "***Designated Beneficiary***" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

11.14 "***Director***" means a Board member.

11.15 "***Disability***" means a permanent and total disability under Section 22(e)(3) of the Code, as amended.

11.16 "***Dividend Equivalents***" means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.17 "***Eligible Individual***" means any prospective Employee who has not previously been an Employee or Director of the Company or any parent or Subsidiary, or who is commencing employment with the Company or any Subsidiary following a bona fide period of non-employment by the Company or any Subsidiary, if he or she is granted an Award in connection with his or her commencement of employment with the Company or any Subsidiary and such grant is an inducement material to his or her entering into employment with the Company or any Subsidiary (within the meaning of Nasdaq Stock Market Rule IM-5636-1 or any successor rule, if the Company's securities are traded on the Nasdaq Stock Market, and/or the applicable requirements of any other established stock exchange on which the Company's securities are traded, as applicable, as such rules and requirements may be amended from time to time).

11.18 "***Employee***" means any employee of the Company or its Subsidiaries.

11.19 "***Equity Restructuring***" means, as determined by the Administrator, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of shares of Common Stock (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

11.20 "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

11.21 "***Fair Market Value***" means, as of any date, the value of a share of Common Stock determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (c) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion.

11.22 "***Good Reason***" means (a) if a Participant is a party to a written employment or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term "good reason" is defined, "Good Reason" as defined in such agreement, and (b) if no such agreement exists, (i) a change in the Participant's position with the Company (or its Subsidiary employing the Participant) that materially reduces the Participant's authority, duties or responsibilities or the level of management to which he or she reports, (ii) a material diminution in the Participant's level of compensation (including base salary, fringe benefits and target bonuses under any corporate performance-based incentive programs) or (iii) a relocation of the Participant's place of employment by more than 50 miles, provided that such change, reduction or relocation is effected by the Company (or its Subsidiary employing the Participant) without the Participant's consent.

11.23 "***Independent Director***" means a Director of the Company who is not an Employee and who qualifies as "independent" within the meaning of Nasdaq Stock Market Rule 5605(a)(2), or any successor rule, if the Company's securities are traded on the Nasdaq Stock Market, and/or the applicable

requirements of any other established stock exchange on which the Company's securities are traded, as applicable, as such rules and requirements may be amended from time to time.

11.24 "***Non-Employee Director***" shall mean a Director who qualifies as a "Non-Employee Director" as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition.

11.25 "***Non-Qualified Stock Option***" means an Option that is not an incentive stock option meeting the requirements of Section 422 of the Code or any successor provision thereto.

11.26 "***Option***" means an option to purchase Shares. All Options granted under the Plan will be Non-Qualified Stock Options.

11.27 "***Other Stock or Cash Based Awards***" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property awarded to a Participant under Article VII.

11.28 "***Overall Share Limit***" means 3,275,000 Shares.[1]

11.29 "***Participant***" means an Eligible Individual who has been granted an Award.

11.30 "***Performance Criteria***" mean the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders' equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human resources management; supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company's performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

11.31 "***Plan***" means this 2022 Employment Inducement Incentive Award Plan.

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[1] On January 22, 2024, the Board amended the definition of "Overall Share Limit" to 3,275,000 Shares, pursuant to Section 10.4 of the Plan and in accordance with Nasdaq Listing Rule 5635(c).

11.32 "***Restricted Stock***" means Shares awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.33 "***Restricted Stock Unit***" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.34 "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act.

11.35 "***Section 409A***" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.36 "***Securities Act***" means the Securities Act of 1933, as amended.

11.37 "***Service Provider***" means an Employee, Consultant or Director.

11.38 "***Shares***" means shares of Common Stock.

11.39 "***Stock Appreciation Right***" means a stock appreciation right granted under Article V.

11.40 "***Subsidiary***" means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.41 "***Termination of Service***" means the date the Participant ceases to be a Service Provider.

* * * *

Exhibit 10.9.2

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE, made as of the 11th day of December, 2023 (this "Amendment"), by and between ESRT 1359 BROADWAY, L.L.C., a Delaware limited liability company, having an office c/o ESRT Management, L.L.C., 111 West 33rd Street, New York, New York 10120 ("Landlord"), and ZENTALIS PHARMACEUTICALS, INC., a Delaware corporation, having an office at 1359 Broadway, New York, New York 10018 ("Tenant").

W I T N E S S E T H:

WHEREAS, by Agreement of Lease, dated as of March 24, 2021 (the "Lease"), Landlord did demise and let unto Tenant and Tenant did hire and take from Landlord, (i) a portion of the rentable area located on the seventeenth (17th) floor (Suite 1710) of the building known as and by the street address of 1359 Broadway, New York, New York 10018 (the "Building") and (ii) the entire rentable area located on the eighteenth (18th) floor of the Building (Suite 1800), in each case, as more particularly described in the Lease (collectively, the "Original Premises");

WHEREAS, pursuant to the terms of that certain Sublease, dated as of March 6, 2023, from Tenant to L.M. Cohen & Co. LLP, as amended by that certain Amendment to Sublease, dated as of April 10, 2023 and as assigned by L.M. Cohen & Co. LLP to LMC Advisors LLC ("Subtenant"), Tenant sublet the entire Original Premises to Subtenant and Landlord provided its consent thereto pursuant to the terms of that certain Consent to Sublease, dated as of April 12, 2023 (the "Consent"), among Landlord, Tenant and L.M. Cohen & Co. LLP, as such Consent was modified pursuant to that certain letter agreement, dated June 21, 2023, among Landlord, Tenant, L.M. Cohen & Co. LLP and LMC Advisors;

WHEREAS, (x) Landlord desires to let unto Tenant and Tenant desires to hire and take from Landlord, a portion of the rentable area located on the eight (8th) floor of the Building, identified as Suite 801, and as more particularly shown on the floor plan attached hereto as Exhibit "A" and made a part hereof (the "Expansion Premises"), and (z) Landlord and Tenant desire to otherwise modify the Lease as set forth herein;

WHEREAS, Tenant currently occupies the Expansion Premises as a subtenant pursuant to the terms of that certain existing Sublease Agreement, dated as of March 23, 2023 (the "Existing Sublease"), between Capgemini America, Inc. ("Capgemini"), as sublessor and Tenant, as sublessee; and

WHEREAS, the Existing Sublease is scheduled to expire on April 29, 2024 (the "Sublease Fixed Expiration Date"), pursuant to the express terms thereof; and

WHEREAS, effective as of the Expansion Premises Commencement Date (as hereinafter defined), Tenant will remain in occupancy of the Expansion Premises and the terms, covenants and conditions of the Lease, as amended hereby, will govern Tenant's use and occupancy thereof (i.e. Tenant will have no further rights to use or occupy the Premises pursuant to the Existing Sublease).

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their legal representatives, successors and assigns, hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and by this reference are incorporated herein in their entirety. All capitalized terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise defined herein.

2. Expansion Premises.

(A) Subject to the terms of this Paragraph 2 and Tenant's pre-existing occupancy of the Expansion Premises, Landlord shall deliver vacant and exclusive possession of the Expansion Premises to Tenant on [***] (the " Scheduled EP Commencement Date"). The term "Expansion Premises Commencement Date" shall mean the Scheduled EP Commencement Date, or such later date on which Landlord delivers vacant and exclusive possession of the Premises to Tenant, subject to Tenant's occupancy thereof. From and after the Expansion Premises Commencement Date, (i) Landlord leases to Tenant, and Tenant hires from Landlord, the Expansion Premises upon all of the same terms, covenants and conditions set forth in the Lease, except as modified and amended herein and (ii) all references in the Lease to the Premises shall be deemed to mean, collectively, the Original Premises and the Expansion Premises.

(B) Landlord and Tenant hereby acknowledge and agree that (x) as of the date hereof, Tenant occupies the Expansion Premises pursuant to the terms of the Existing Sublease and (y) the term of the Existing Sublease is scheduled to expire on the Sublease Fixed Expiration Date, and (z) from and after such date, Tenant shall have no right to occupy the Premises pursuant to the terms of the Sublease; it being the intent and purpose hereof that from and after the Expansion Premises Commencement Date, the terms of the Lease, as amended hereby, shall govern Tenant's use and occupancy of the Premises. Subject to the rights of Capgemini, Landlord hereby approves Tenant's occupancy of the Expansion Premises on [***].

(C) If a Person (other than Tenant) remains in occupancy of the Expansion Premises (or any portion thereof) on the Scheduled EP Commencement Date, then Landlord, at Landlord's expense, shall use reasonable diligence to remove such Person from the Expansion Premises as promptly as reasonably practicable thereafter. Tenant waives any right to rescind this Amendment under Section 223-a of the New York Real Property Law or any successor statute of similar nature and purpose then in force and further waives the right to recover any damages which may result from Landlord's failure for any reason to deliver possession of the Expansion Premises to Tenant on the Scheduled EP Commencement Date. If Landlord is unable to give possession of the Expansion Premises on the Scheduled EP Commencement Date, then the EP Rent Commencement Date (as hereinafter defined) shall be adjourned for the number of days in the period beginning on the Scheduled EP Commencement Date and ending on the day immediately preceding the Expansion Premises Commencement Date. Landlord's failure to give possession of the Expansion Premises to Tenant on the Scheduled EP Commencement Date shall not (i) affect the validity of this Lease, (ii) subject to the terms of this Paragraph 2(C), affect the obligations of Tenant hereunder, (iii) give rise to any claim for damages by Tenant or any claim for rescission of this Lease by Tenant, or (iv) be construed to extend the EP Term (as hereinafter defined). The provisions of this Paragraph 2(C) are intended to constitute

an "express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

3. Lease Term. The term of the Lease with respect to the Expansion Premises only (the "EP Term") shall expire at 11:59 PM on the last day of the month in which the day immediately preceding the date which is forty (40) months following the Expansion Premises Commencement Date occurs (such last day of the month, the "EP Fixed Expiration Date"), unless it shall sooner expire or terminate pursuant to any of the terms, covenants or conditions of the Lease, as amended by this Amendment, or pursuant to law. Accordingly, the EP Fixed Expiration Date shall be deemed the Fixed Expiration Date with respect to the Expansion Premises only for all purposes of the Lease, as amended hereby. For the avoidance of doubt, in the event that the Expansion Premises Commencement Date occurs on [***], the EP Fixed Expiration Date shall occur on [***] (unless the Lease, with respect to the Expansion Premises, shall sooner expire or terminate as contemplated herein).

4. Modification of Lease: Expansion Premises. From and after the Expansion Premises Commencement Date, the Lease with respect to the Expansion Premises only is hereby amended and modified as follows:

(A) Fixed Annual Rent. The Fixed Annual Rent (as such term is defined in Section 2.B. of the Lease) with respect to the Expansion Premises only, shall be an amount equal to:

(i) [***].

(ii) [***];

(iii) [***]; and

(iv) [***].

(v) [***].

(vi) [***].

For the avoidance of any doubt, nothing contained in this Paragraph 4 shall be deemed to modify or impair any of Tenant's obligations to pay Rental with respect to the Original Premises.

(B) Real Estate Tax Escalation.

(i) The term "Base Tax Year" (as such term is defined in Section 2.D.(i)(b) of the Lease) shall mean, with respect to the Expansion Premises only, the second half of Tax Year commencing on July 1, 2023 and ending on June 30, 2024 and the first (1st) half of the Tax Year commencing on July 1, 2024 and ending on June 30, 2025 (i.e. the calendar year 2024).

(ii) The term "Comparative Tax Year" (as such term is defined in Section 2.D.(i)(c) of the Lease) shall mean, with respect to the Expansion Premises only, the second (2nd) half of the tax year commencing on July 1, 2024 and ending on June 30, 2025 and the first (1st) half of the tax year commencing on July 1, 2025 and ending on June 30, 2026 (i.e. the 2025 calendar year), and each subsequent calendar year thereafter.

(iii) The term "Tenant's Tax Share" (as such term is defined in Section 2.D.(i)(i) of the Lease) shall mean, with respect to the Expansion Premises only, subject to the terms of the Lease, as amended hereby, eighty-five hundredths percent (.85%) which represents a fraction, the numerator of which is the rentable square foot area of the Expansion Premises (4,115) and the denominator of which is the rentable square foot area of the Building (484,390) as of the date hereof.

(iv) For the avoidance of any doubt, Real Estate Taxes with respect to the Expansion Premises (i.e. both the Base Year Taxes and Comparative Year Taxes) shall be calculated without taking into account any abatement, exemption or credit of Real Estate Taxes to which the Real Property is entitled to or receives.

(v) Notwithstanding anything to the contrary contained in the Lease, as amended hereby, with respect to the Expansion Premises only, [***].

(C) Operating Expenses. The provisions of Section 2.C. of the Lease shall be deemed deleted with respect to the Expansion Premises only (it being understand that references to Expenses or Tenant's Expense Share that may appear elsewhere throughout the Lease shall be deemed inapplicable with respect to the Expansion Premises). [***].

(D) Rentable Square Footage of Expansion Premises. For all purposes of the Lease, as amended hereby, the parties agree that the rentable square foot area of the Expansion Premises is four thousand one hundred fifteen (4,115) square feet.

(E) Electricity. Landlord shall furnish electricity to the Expansion Premises on a submetering basis, subject to and in accordance with the provisions of Article 3 of the Lease, as amended hereby. Article 3 of the Lease is hereby amended and modified with respect to the Expansion Premises only as follows:

(i) The first paragraph of Section 3.C. (ii) of the Lease is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

> "Subject to the terms of this Lease, Landlord shall, during the Term, provide electricity to the Premises (with Landlord providing an average connected load of [***] watts of electricity per usable square foot of the Premises exclusive of the electrical capacity that is required to operate the base Building HVAC System (the "Maximum Capacity"), which shall be the maximum electric service Landlord shall be obligated to redistribute to the Premises) on a submetering basis. Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at Landlord's Cost plus [***]."; and

(ii) Section 3.D.(iv) of the Lease is hereby amended and modified to delete the amount of "five (5%) percent" from the end of the last sentence thereof and insert "[***]" in lieu thereof.

(iii) For the avoidance of any doubt, on the Expansion Premises Commencement Date, the existing submeter or submeters measuring demand and consumption of electricity in the Expansion Premises as of the date hereof shall remain installed, connected and functioning, subject to the acts and/or omissions of any Person claiming by, through or under Tenant and/or Capgemini.

(F) Assignment and Subletting. Article 4 of the Lease is hereby amended and modified with respect to the Expansion Premises only, as follows:

(i) Section 4.B.(i) is hereby amended and modified to insert in the seventh (7th) line thereof, immediately after the words "and at", the words "the lesser of (x) the Fixed Annual Rent and Escalation Rent payable under this Lease with respect to the Leaseback Area, and (y)"

(ii) Section 4.D.(iv) is hereby amended and modified to (x) delete the words "unless Landlord does not then have, nor reasonably expect to have, within six (6) months thereafter, space in the Building that is Reasonably Comparable to the Premises (or the portion thereof involved in the Transfer)" and (y) delete the last sentence of clause (iv) thereof in its entirety

(iii) Section 4.D.(ix) is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

"(ix) if the proposed transfer is a sublease, the proposed sublease demises the entire rentable area of the Premises."

(iv) Section 4.E. of the Lease is hereby amended and modified to insert immediately after the words "Tenant's interest in this Lease", the words "and no sublease or license of less than the entire rentable area of the Premises."

(v) The provision set forth in clause (v) of Section 4.G. of the Lease shall not apply to the Expansion Premises and the same shall be deleted in its entirety and the words "intentionally deleted" shall be inserted in lieu thereof.

(vi) Section 4.S. of the Lease is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

"S. Notwithstanding anything to the contrary set forth in this Article 4 or elsewhere in this Lease, as amended by the Amendment, the Premises shall not be separately demised to any occupant (whether by Tenant, or any other Person claiming by, through or under Tenant)."

For the avoidance of any doubt, it is the intent and purpose of the lease modifications made in clauses (iii)-(vi) of this Paragraph 4(F). to prohibit partial sublets of the Expansion Premises.

(G) Holdover. Article 12 of the Lease is hereby amended and modified with respect to the Expansion Premises only to:

(i) [***]; and

(ii) [***].

(H) Cleaning. Article 24 of the Lease is hereby amended and modified with respect to the Expansion Premises only as follows:

(i) Sections 24.A and B. are hereby deleted in their entirety and the following shall be inserted in lieu thereof:

"A. Landlord shall have no obligation to clean the Premises. Tenant shall, at its sole cost and expense, cause the Premises to be cleaned and all garbage, waste, rubbish and refuse to be removed from the Premises and the Building, in each case, (i) in a manner and with such frequency as is reasonably acceptable to Landlord, (ii) in accordance with the rules and regulations Landlord deems necessary or desirable for the proper operation of the Building, and (iii) using [***].

B. Subject to the limitation set forth in the second (2nd) sentence of Section 24.A hereof, Landlord reserves the right, at any time, in Landlord's sole discretion, to [***]."

(ii) The following shall be inserted into the Lease as a new Section F. thereto:

"F. Tenant shall not permit any of the windows of the Premises to be cleaned in violation of any Requirement, including, without limitation, Section 202 of the Labor Law of the State of New York."

(I) Air-Conditioning. Article 31 of the Lease is hereby amended and modified with respect to the Expansion Premises only, as follows:

(i) Section 31.B. of the Lease is hereby amended and modified to delete the last sentence thereof and insert the following in lieu thereof:

"The term "Non-Exclusive A/C Equipment" shall mean a central system or package or other air-conditioning units and/or equipment that provides air-conditioning service to a particular tenant in the Building and that also provides air conditioning service to other tenants and/or to any other portion of the Building."

Landlord and Tenant hereby acknowledge that the A/C Equipment serving the Expansion Premises also serves [***] and qualifies as Non-Exclusive A/C Equipment. Notwithstanding anything to the contrary contained in the Lease, as amended by this Amendment, Landlord shall maintain, repair, and replace the Non-Exclusive A/C Equipment serving the Expansion Premises provided, however, (i) Landlord shall only pay for the costs of repairs and replacements to the major components of the Non-Exclusive A/C Equipment only (i.e., compressors, condensers, chillers, cooling towers, air handlers and main fans, but specifically excluding all minor or

ancillary components of the Non-Exclusive A/C Equipment) provided that the need for such repair or replacement is not necessitated by any act or omission of Tenant or any Person claiming by, through or under Tenant (in which case, Tenant shall reimburse Landlord for any and all reasonable out-of-pocket costs incurred in connection therewithin within [***] days following receipt of Landlord's invoice therefor which shall include reasonable supporting documentation for the charges set forth therein) and (ii) Tenant shall reimburse Landlord for [***] of Landlord's actual out-of-pocket costs of routine inspection, maintenance and repairs made to the minor or ancillary components of the Non-Exclusive A/C Equipment (e.g. belts and/or filters) (such percentage share representing the ratio of the rentable square feet of the Expansion Premises over the aggregate rentable square feet in the Building which is serviced by this Non-Exclusive A/C Equipment). Landlord shall have no other obligation to maintain or repair any other A/C Equipment with respect to the Expansion Premises.

(ii) Section 31.C. is hereby amended and modified to insert the following at the end of the first (1st) sentence thereof, before the period:

"during the respective seasons (if any) above (such other times, "Overtime Periods"). Notwithstanding the foregoing, Tenant may operate the Non-Exclusive A/C Equipment during Overtime Periods during the cooling season at no additional charge (with the understanding however that Tenant shall reimburse Landlord for all electricity consumed in connection with the Non-Exclusive A/C Equipment in accordance with the provisions of Article 3 hereof)."

(J) Inapplicable Provisions and Exhibits. The following provisions shall be deemed deleted from the Lease with respect to the Expansion Premises only and the words "intentionally deleted" shall be inserted in lieu thereof: Section 13.G., Section 19.E., Section 24.E., the last two (2) sentences of Section 39.A of the Lease, Article 43, Article 53, Article 54, Article 55, and Article 56 of the Lease. Exhibits A-H shall not apply to the Expansion Premises and shall be deemed deleted from the Lease with respect to the Expansion Premises only.

(K) Security System. For the avoidance of any doubt, the provisions of Section 19.D.(ii) of the Lease shall apply with respect to the Expansion Premises.

(L) Restoration of Expansion Premises. As of the date hereof, Landlord hereby advises Tenant that there are no Alterations in the Expansion Premises which Landlord shall require Tenant to remove or restore (or pay the costs of removal and/or restoration) upon the expiration of the EP Term. Nothing contained herein shall be deemed to impair Landlord's rights to require restoration or removal of any Alterations made in the Expansion Premises from and after the date hereof, subject to and in accordance with the provisions of Section 8.J of the Lease, as amended hereby. For the avoidance of any doubt, notwithstanding anything to the contrary contained in the Lease, as amended by this Paragraph 4(L), on the EP Fixed Expiration Date or such earlier date that the EP Term terminates pursuant to the terms hereof or otherwise pursuant to law, Tenant must remove any and all personal property, movable fixtures, movable partitions, furniture, furnishings, decorations, telephone equipment, and audio-visual equipment from the Expansion Premises (regardless of whether the same belong to Tenant or Capgemini, or any Person claiming by, through or under Tenant or Capgemini). The terms and provisions of this Paragraph 4(L) shall survive the expiration or sooner termination of the EP Term.

(M) For the avoidance of any doubt, in any instances throughout this Paragraph 4, where specific language within the body of the Original Lease is modified with respect to the Expansion Premises only, the term Premises as used in such specific language shall be deemed to refer to the Expansion Premises only.

5. General Modifications of Lease from and after the date hereof. From and after the date hereof, the Lease is hereby amended and modified as follows:

(A) Use. Section 1.B. of the Lease is hereby amended and modified as follows:

(i) insert in clause (h) thereof, the words "and/or residential" after the word "commercial" each time the same appears throughout clause (h); and

(ii) delete the penultimate sentence thereof in its entirety.

(B) Assignment & Subletting. Article 4 of the Lease is hereby amended and modified as follows:

(i) Section 4.A. of the Lease is hereby amended and modified to insert the following at the end thereof:

"Any agreement pursuant to which (x) Tenant is relieved from the obligation to pay, or a third party agrees to pay on Tenant's behalf, all or a part of the Fixed Annual Rent or Additional Rent under this Lease, and/or (y) such third party undertakes or is granted any right to assign or attempt to assign this Lease or sublet or attempt to sublet all or any portion of the Premises, shall be deemed an assignment of this Lease or a sublease, as applicable, which shall be subject to the provisions of this Article 4."

(ii) Section 4.D of the Lease is hereby amended and modified to:

(x) insert at the end of clause (iii) thereof, before the semi-colon, the words "or in any of the buildings owned by Landlord's Affiliates and known as and by the street addresses of 1333 Broadway, New York, New York, 1350 Broadway, New York, New York, 1400 Broadway, New York, New York and 501 Seventh Avenue, New York, New York (the aforesaid buildings to the extent then owned by Landlord's Affiliates, collectively, the "Broadway Buildings")"; and

(y) insert in the third (3rd) line of clause (iv) thereof after the word "Building", the words "and/or any of the Broadway Buildings"

(C) Design Guidelines Update. The term "Design Guidelines" as such term is defined in Section 8.E.(ii) of the Lease shall mean the ESRT High Performance Sustainable Healthy Design and Construction Guidelines set forth on Exhibit "B" attached to this Amendment and made a part hereof, as the same may be amended from time to time. All references in the Lease, as amended hereby, to the "ESRT High Performance Design and Construction Guidelines" shall be deemed to refer

to the Design Guidelines (as redefined herein). Any references in the Lease to Exhibit "D" attached thereto shall be deemed to refer to Exhibit "B" attached to this Amendment and made a part hereof, as the same may be amended from time to time.

(D) Condemnation. Section 14.B. of the Lease is hereby amended and modified to delete the period at the end of the last sentence thereof and insert the following in lieu thereof: "; it being understood that the Substantial Completion of such repairs shall be deemed to have occurred on the date the same would have otherwise occurred but for the acts or omissions (where there is a duty to act) of Tenant, its agents, employees, contractors (of any tier) or any other Person claiming by, through, or under Tenant that actually delay Landlord in the performance thereof."

(E) Unavoidable Delays. Article 22 is hereby amended and modified to:

(i) insert in clause (v) of Section 22.A. thereof, immediately after the words "supply or demand," the words "including, without limitation, those impacted by labor and/or materials shortages;"

(ii) insert in clause (vi) of Section 22.A. thereof, immediately after the words "(even if not directed at the Building or any occupant thereof)", the words "any pandemic or epidemic or other public health emergency;"

(iii) insert in clause (vi) of Section 22.A, at the beginning of and within the last parenthetical which begins with "(whether or not officially proclaimed)", the words "in any case,";

(F) Notices. Article 28 of the Lease is hereby amended and modified to delete from the Landlord's notice address for copies of Alterations Notices, the name and email address of [***] in lieu thereof.

(G) LEED Compliance & Recycling. Sections 45.A. and 45.B. of the Lease are each hereby amended and modified to insert the words "(and shall cause any such Person claiming by, through, or under Tenant to comply with)" immediately following the words "Tenant shall cooperate with" and "Tenant shall comply with", respectively, in the first (1st) sentences thereof.

(H) Letter of Credit. Subject to the terms of this Paragraph 5(H) and Paragraph 6 hereof, Article 32 of the Lease is hereby amended and modified to:

(i) delete from the first sentence of Section 32.A.(i) of the Lease, (x) the words "Simultaneously with Tenant's execution hereof" and insert the words "Subject to and in accordance with the terms of the Lease, as amended by the Amendment" in lieu thereof; and (y) the amount of "$1,944,444.00" and insert the amount of [***] (such amount, the "New Security Amount")" in lieu thereof; and

(ii) delete from the parenthetical in the eleventh (11th) line thereof, the number "1,620,370.00" and insert the amount of [***] in lieu thereof; and

(iii) delete from the parenthetical in the twelfth (12th) line thereof, the number "1,751,045.00" and insert the amount of [***] in lieu thereof.

Subject to and in accordance with the terms of Section 32.F of the Lease, provided that Tenant has performed all of the obligations of Tenant under the Lease with respect to the Expansion Premises, promptly following the Expiration Date with respect to the Expansion Premises (which includes, for the avoidance of doubt, the EP Termination Date, if Landlord exercises Landlord's termination right pursuant to Paragraph 6 of this Amendment), Landlord shall advise Tenant that Tenant shall be entitled to [***] The provisions of this Paragraph 5(H) shall survive the expiration or sooner termination of the Lease with respect to the Expansion Premises.

(I) Other Campus Amenities. The provisions set forth on Exhibit "D" attached hereto and made a part hereof shall be deemed inserted into the Lease as a new Article 58 thereto.

6. Landlord's Termination Right. Notwithstanding anything to the contrary contained in the Lease, as amended hereby, but subject to the terms of this Paragraph 6, Landlord shall have the right to terminate the Lease, as amended hereby, with respect to the Expansion Premises only, effective as of the last day of any calendar month during the Term with respect to the Expansion Premises (the last day of the applicable calendar month, the "EP Termination Date"). Landlord may terminate the Lease, as amended hereby, with respect to the Expansion Premises only, as provided in this Paragraph 6, by giving notice thereof to Tenant ("Landlord's Termination Notice") not later than the date which is [***] prior to the EP Termination Date. On the EP Termination Date, Tenant shall vacate and surrender the Expansion Premises to Landlord in accordance with the provisions of Paragraph 4(L) of this Amendment and Article 12 of the Lease, as if the EP Termination Date were the EP Fixed Expiration Date; it being expressly understood and agreed that the holdover provisions of Article 12 shall apply in the event Tenant fails to surrender, vacate, and remove from the Expansion Premises on the EP Termination Date in the condition required by the Lease, as amended hereby. The terms of this Paragraph 6 shall survive the EP Termination Date and the termination of the Lease, as amended hereby, with respect to the Expansion Premises only. Nothing contained in this Paragraph 6 shall be construed to grant Tenant a right to terminate the Lease in any capacity or as a right for Landlord to terminate the Lease with respect to the Original Premises and except as expressly set forth in Paragraph 5 of this Amendment hereof, all provisions of the Lease, as amended hereby, with respect to Original Premises shall remain in full force and effect and are unmodified. For the avoidance of any doubt, if Landlord terminates the Lease with respect to the Expansion Premises only, as contemplated herein, any provisions of the Lease, as amended by this Amendment, which apply to the Expansion Premises only shall be deemed null and void, except for those provisions which expressly survive the expiration or sooner termination of the lease term with respect to the Expansion Premises.

7. Condition of Expansion Premises and Landlord's Expansion Work.

(A) Tenant represents that it currently occupies the Expansion Premises pursuant to the Existing Sublease and is thoroughly familiar with the condition thereof and subject to Article 10 of the Lease, agrees to take the same "as is" in the condition existing on the Expansion Premises Commencement Date subject to Tenant's occupancy thereof. Tenant further agrees that notwithstanding anything to the contrary contained in the Lease, as amended hereby, Landlord shall have no obligation to perform any work (other than Landlord's Expansion Work (as hereinafter defined)) or provide any work allowance or rent credit (except as expressly set forth in Paragraph 4(A)(i) and (vi) hereof) alter, improve, decorate, or otherwise prepare the Expansion Premises for Tenant’s occupancy. Tenant

acknowledges that, except as expressly set forth herein, Landlord has made no representations or promises with respect to the Building, the Real Property or the Premises.

(B) Landlord shall, at Landlord's expense, perform the work necessary to install a new Building standard bipolar ionization system for the Expansion Premises (such work, "Landlord's Expansion Work"). Tenant hereby acknowledges and agrees that Landlord's Expansion Work shall be performed following the date hereof subject however, to the rights and reasonable cooperation of Capgemini and the provisions of Paragraph 7(F) hereof; it being expressly understood that Substantial Completion of Landlord's Expansion Work shall not be a condition to the occurrence of the Expansion Premises Commencement Date or Tenant's obligations to pay any Rental under the Lease with respect to the Expansion Premises or otherwise; provided, however that Landlord shall perform Landlord's Expansion Work with reasonable diligence from and after the date Landlord commences performance thereof pursuant to the terms of this Paragraph 7.

(C) Landlord shall perform Landlord's Expansion Work in a good and workmanlike manner. Subject to Paragraph 7(F) hereof, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of and access to the Expansion Premises in connection with Landlord's performance of Landlord's Expansion Work; provided, however, that Landlord shall have no obligation to employ contractors or labor at overtime or premium pay rates in connection therewith.

(D) Landlord shall have the right to delegate Landlord's obligations to perform all or any portion of Landlord's Expansion Work to an Affiliate of Landlord (it being understood and agreed, however, that Landlord's delegating such obligations to an Affiliate of Landlord shall not diminish Landlord's liability for the performance of Landlord's Expansion Work in accordance with the terms of this Paragraph 7). Landlord shall not be required to maintain or repair during the Term any items of Landlord's Expansion Work except as otherwise expressly provided in the Lease, as amended hereby.

(E) Tenant, during the Term, shall not have the right to remove or modify Landlord's Expansion Work or any portion thereof.

(F) Tenant hereby agrees to provide Landlord with access to the Expansion Premises and to otherwise cooperate reasonably with Landlord in connection with Landlord's performance of Landlord's Expansion Work; it being understood, however that such reasonable cooperation shall include, without limitation, moving and protecting any personal property in and around the area where Landlord is performing Landlord's Expansion Work and moving Tenant's employees, invitees and guests within the Expansion Premises to the extent reasonably necessary. In no event shall Landlord have any liability to Tenant for any damage caused to any property that arises from or in connection with Tenant's failure to protect the same.

8. Additional Security. Landlord and Tenant hereby acknowledge and agree that as of the date hereof, pursuant to the provisions of Article 32 of the Lease, Landlord holds an existing Letter of Credit in the amount of One Million Nine Hundred Forty-Four Thousand Four Hundred Forty-Four Dollars and Zero Cents ($1,944,444.00) (the "Existing Letter of Credit") as security for the performance of Tenant's obligations under the Lease (as the same existed prior to the date of this Amendment). Simultaneously with Tenant's execution hereof, Tenant shall deliver to Landlord either (X) an amendment to the Existing Letter of Credit which shall increase the amount thereof to [***] (which is the New Security Amount), or (Y) deliver a new Letter of Credit which shall (i) be in the amount of the New Security Amount and (ii) otherwise satisfy the criteria set forth in Article 32 of the

Lease. In the event that Tenant elects to amend the Existing Letter of Credit, as contemplated in clause (X) hereof, references in the Lease to the Letter of Credit shall be deemed to refer to the Existing Letter of Credit, as so amended. In the event that Tenant elects to deliver a new Letter of Credit to Landlord as contemplated by clause (Y) of this Paragraph 8, promptly following receipt of such new Letter of Credit, Landlord shall return the Existing Letter of Credit to Tenant, or the unapplied proceeds thereof, as the case may be and references in the Lease to the Letter of Credit shall be deemed to refer to such new Letter of Credit.

9. Liability of Landlord. For the avoidance of any doubt, the provisions of Section 22.C. and Article 35 of the Lease shall continue to apply to the Lease, as amended hereby.

10. Brokerage.

(A) Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or like agent in connection with this Amendment other than CBRE, Inc. ("Broker"). Tenant does hereby indemnify and hold Landlord harmless of and from any and all loss, costs, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord by reason of any claim of or liability to any broker, finder or like agent other than Broker who shall claim to have dealt with Tenant in connection herewith.

(B) Landlord represents and warrants to Tenant that it has not dealt with any broker, finder or like agent in connection with this Amendment other than Broker. Landlord does hereby indemnify and hold Tenant harmless of and from any and all loss, costs, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Tenant by reason of any claim of or liability to any broker, finder or like agent (including Broker) who shall claim to have dealt with Tenant in connection herewith. Landlord shall pay Broker a commission, if any, pursuant to the terms of a separate agreement between Landlord and Broker.

(C) The provisions of this Paragraph 10 shall survive the expiration or termination of the Lease, as amended by this Amendment.

11. Authorization. Tenant represents and warrants to Landlord that its execution and delivery of this Amendment has been duly authorized and that the person executing this Amendment on behalf of Tenant has been duly authorized to do so, and that no other action or approval is required with respect to this transaction.

12. Full Force and Effect of Lease. Except as modified by this Amendment, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

13. Entire Agreement. The Lease, as amended by this Amendment, constitutes the entire understanding between the parties hereto with respect to the Premises thereunder and may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

14. Enforceability. This Amendment shall not be binding upon or enforceable against either Landlord or Tenant unless, and until, Landlord and Tenant, each in its sole discretion,

shall have executed and unconditionally delivered to the other an executed counterpart of this Amendment.

15. Invalidity. If any of the provisions of the Lease, as amended hereby, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Lease, as amended hereby, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of the Lease, as amended hereby, shall be valid and enforceable to the fullest extent permitted by law.

16. Binding Affect. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors, and (except as otherwise provided in the Lease, as hereby supplemented) their respective assigns.

17. Captions. The captions herein are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation of the scope of any provision of this Lease.

18. Counterparts. This Amendment may be executed in one or more counterparts each of which when taken together shall constitute but one original. Delivery of an executed counterpart of this Amendment by electronic transmission in a Portable Document Format ("PDF") or other digital format acceptable to Landlord shall be equally effective as manual delivery of an executed counterpart of this Lease, and each such counterpart, whether delivered manually, or by PDF or such other digital format shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

ESRT 1359 BROADWAY, L.L.C., Landlord

By: Empire State Realty OP, L.P., its sole member

By: Empire State Realty Trust, Inc., its general partner

By: /s/ Thomas P. Durels
Thomas P. Durels
Executive Vice President, Real Estate

ZENTALIS PHARMACEUTICALS, INC., Tenant

By: /s/ Melissa Epperly
Name: Melissa Epperly
Title: CFO

EXHIBIT A

to Amendment of Lease

between

ESRT 1359 BROADWAY, L.L.C., Landlord

and

ZENTALIS PHARMACEUTICALS, INC., Tenant

Floor Plan of Expansion Premises

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

EXHIBIT B

to Amendment of Lease

between

ESRT 1359 BROADWAY L.L.C., Landlord

and

ZENTALIS PHARMACEUTICALS, INC., Tenant

ESRT HIGH PERFORMANCE SUSTAINABLE HEALTHY DESIGN AND CONSTRUCTION GUIDELINES

[Exhibit B omitted in accordance with Item 601(a)(5) of Regulation S-K]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

EXHIBIT C

to Amendment of Lease

between

ESRT 1359 BROADWAY, L.L.C. Landlord

and

ZENTALIS PHARMACEUTICALS INC., Tenant

New Lease Article 58

[Exhibit C omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 10.15

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

RELEASE AGREEMENT

This Release Agreement (the "***Agreement***") is entered into by and among Carrie Brownstein, M.D. ("***Executive***"), Zentalis Pharmaceuticals, Inc. ("***Parent***") and Zeno Management, Inc. ("***Zeno Management***," and together with Parent, the "***Company***"), effective as of the Effective Date (as defined below). Together, Executive and the Company shall be referred to as "the Parties" and each a "party" hereto.

RECITALS

WHEREAS, Executive is a party to that certain Amended and Restated Employment Agreement dated as of February 28, 2023, with the Company (the "***Employment Agreement***"), a copy of which is attached to this Agreement as Exhibit A and incorporated herein by reference;

WHEREAS, the Parties desire a [***] Executive's employment with the Company for personal reasons of the Executive, effective as of January 19, 2024 (the "***Separation Date***"); and

WHEREAS, Executive acknowledges that, but for her agreement to execute this Agreement, Executive 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 she 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 and the Consulting Agreement (as defined below) by Executive on or after the Separation Date but prior to the last day of the Review Period (as defined below), and (b) expiration of the applicable revocation period 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***."

2. Termination of Employment.

   a. Separation Date. The Separation Date will be the date of Executive's separation from employment with the Company and all of its affiliates 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 her separation from all positions she held with the Company and any of its affiliates, including her position as Parent's and Zeno Management's Chief Medical Officer, and as an officer or other positions held with any other subsidiary of Parent, effective as of the Separation Date.

   b. Final Paycheck. In accordance with applicable law, on the Company's next regular pay date following the Separation Date, the Company will issue to Executive her final paycheck, reflecting any earned but unpaid base salary through the Separation Date, and any accrued, unused vacation pay as of the Separation Date. Executive acknowledges that, other than the compensation set forth in this Section 2 to be paid to Executive as provided herein and the Separation Benefits

set forth in Section 3, she has or will have received all wages, bonuses, accrued but unused vacation or paid time off, and other benefits due Executive as a result of her employment or service with and termination from the Company.

c. Expenses. The Company, within [***] after receipt of Executive's submission of business expenses, will reimburse Executive for any and all reasonable and necessary business expenses incurred by Executive in connection with the performance of Executive's job duties prior to the Separation Date, which expenses shall be submitted to the Company with supporting receipts and/or documentation no later than [***] after the Separation Date.

d. Benefits. Subject to Section 3(c) 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 occurred ("***Health Benefits Termination Date***"), 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 herself 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.

e. [***].

f. Consulting Services. As a further condition to the Company's agreement to provide the Separation Benefits, Executive agrees to execute and comply with that certain Consulting Agreement attached hereto as Exhibit B (the "***Consulting Agreement***"), which Consulting Agreement must be executed by Executive no later than the last day of the Review Period. In addition, in the event Executive does not execute this Agreement on or prior to the last day of the Review Period, or if she revokes this Agreement after executing it as specified in Section 4(d) below, the Consulting Agreement shall be null and void and Executive shall not be eligible for any compensation thereunder.

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 compliance with Section 7, including Section 7(h) regarding the return of Company property, and Executive's execution of and compliance with the Consulting Agreement, the Company agrees to provide Executive with the following separation benefits (the "***Separation Benefits***"):

a. Severance Payment. A lump-sum cash severance payment of [***] (representing ten (10) months' base salary based on Executive's base salary rate in effect on the Separation Date *plus* [***] of Executive's Target Bonus for 2024), payable [***] following the Separation Date.

b. 2023 Annual Bonus. Executive will remain eligible to receive her 2023 annual bonus (provided the amount of such bonus shall not be less than [***] (representing Executive's 2023 target bonus)), payable [***], but in no event later than [***].

c. COBRA Benefits. For the period beginning on the Health Benefits Termination Date and ending on the date which is twelve (12) full months following the Health Benefits Termination 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 her 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 the monthly premium Executive is required to pay for continuation coverage pursuant to COBRA for Executive and her 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). Executive shall be solely responsible for all matters relating to continuation of coverage pursuant to COBRA, including, without limitation, the election of such coverage. Executive shall notify the Company immediately if Executive becomes eligible to receive the equivalent or increased healthcare coverage by means of subsequent employment.

The Separation Benefits shall be the exclusive severance benefits to which Executive is entitled, unless Executive has breached the provisions of this Agreement or the Consulting Agreement, in which case Section 7(i) shall apply.

Executive understands that Executive will not be entitled to the Separation Benefits under this Agreement if she does not execute this Agreement and the Consulting Agreement on or prior to the last day of the Review Period, if she revokes this Agreement after executing it as specified in Section 4(d) below, or in the event Executive breaches the terms of this Agreement or the Consulting Agreement.

4. Release of Known and Unknown Claims By Executive.

a. In exchange for the Separation Benefits set forth in Section 3 above and the benefits to be provided under the Consulting Agreement, and in consideration of the further agreements and promises set forth herein, Executive, on behalf of herself and her 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 (including plan sponsors, plan fiduciaries, and insurers) in which Executive is or has been a participant by virtue of her 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, direct or derivative (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, Executive's ownership of Parent securities or otherwise, including any and all claims arising under federal, state, or local laws, 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. § 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.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; and any New York state or local laws, administrative rules or regulations respecting employment, including but not limited to, statutes, laws, ordinances, regulations, or common laws of the State and the City of New York including, but not limited to, the New York Human Rights Law (N.Y. Exec. Law § 290, et seq.); the New York Whistleblower Laws (N.Y. Lab. Law §§ 740, 741, and 215); the New York Equal Rights Law (N.Y. Civ. Rights Law § 40-C to 45, Article 6 of the New York Labor Law, N.Y. Lab. Law §§ 190-199-A); the New York State Employment Relations Act (N.Y. Lab. Law § 700, et seq.); the New York City Human Rights Law (N.Y.C. Admin. Code § 8-101, et seq.); the New York Wage Payment Act (N.Y. Lab. Law § 190, et seq.); the New York Wage Theft and Prevention Act (N.Y. Lab. Law § 195); the New York Minimum Wage Law (N.Y. Lab. Law § 695, et seq., including all New York Labor Standards and all New York Wage and Hour Laws); the New York Equal Pay Law (N.Y. Lab. Law §§ 194, 198); the New York Workers Compensation and Paid Family Leave Benefits Laws (N.Y. W. Comp. L. §§ 125, 200, et seq.); and the New York Nondiscrimination for Legal Actions Laws (N.Y. Lab. Law § 201-d), all as amended.

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 and/or pursuant to the terms of applicable state law;

(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 C with respect to Executive's liability as an employee and officer of the Company or its affiliates;

(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 her 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; and

(viii) Executive's right to communicate or cooperate with any government agency.

b. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE 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 EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

c. Executive acknowledges that Executive was provided with this Agreement on January 19, 2024. Executive acknowledges that Executive will have twenty-one (21) days' time from the date the Company delivered to Executive a copy of this Agreement in which to consider this Agreement (the "***Review Period***"). Executive further acknowledges that the Company has advised Executive that she is waiving her rights under the ADEA, and that Executive has the right to and should consult with an attorney of her 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 prior to the expiration of the Review Period, 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 her 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 [***], Vice President, 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^{th}) day after her 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 Executive executes this Agreement on or prior to the last day of the Review Period and thereafter allows the revocation period specified in clause (d) above to lapse without revocation by Executive. In the event Executive does not execute this Agreement on or prior to the last day of the Review Period, or revokes this Agreement thereafter as provided in clause (d) above, this Agreement shall not be effective and the Company shall have no obligations to Executive hereunder.

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 and warrants that: (a) 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; (b) 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 her execution of this Agreement; (c) Executive has not been subject to any retaliation or any other form of adverse action by the Company Releasees for her exercise of, or attempt to exercise, any statutory rights recognized under federal, state or local law; (d) the Company Releasees have satisfied in full all obligations they ever had regarding leaves of absence and other time off of any kind (including, but not limited to, short-term disability leave, family medical leave, military leave, vacations, meal and rest periods, sick and personal days, and personal leave), and Executive has not suffered any adverse employment action as a result of seeking or taking any such leave of absence or time off; and (e) Executive has no known workplace injuries or occupational diseases, has not sustained any disabling injury and/or occupational disease that has resulted in a loss of wage-earning capacity during Executive's employment, and has no personal injury and/or occupational disease that has been contributed to, or aggravated or accelerated in a significant manner by, Executive's employment or separation from employment.

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 her choosing. Executive further represents and agrees that she is entering into this Agreement knowingly and voluntarily. Executive affirms that no promise was made to cause Executive to enter into this Agreement, other than what is promised in this Agreement. Executive further confirms that she has not relied upon any other statement or representation by anyone other than what is in this Agreement as a basis for her agreement.

7. Confirmation of Continuing Obligations.

a. Proprietary Information and Inventions. Executive hereby expressly reaffirms her obligations, to the extent any such obligations survive termination, under Section 5 of the Employment Agreement, which section is 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. [***].

c. Solicitation of Company Personnel. During the term of the Consulting Agreement and for [***] following the Separation Date (the "***Restricted Period***"), Executive will not, either directly or through others, for Executive's own benefit or the benefit of any other individual or entity: [***].

d. [***].

e. [***].

f. [***].

g. Cooperation. Executive agrees that, upon reasonable notice (after taking into account, to the extent reasonably practicable, her other personal and business commitments) and without the necessity of Company obtaining a subpoena or court order, she 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 she may have relevant information and any other matter for which she 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 her 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 her job responsibilities following the Separation Date and cooperate in providing information on matters on which she 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. All such cooperation shall be scheduled at mutually agreeable dates, times and locations.

h. Return of Property. By signing below, Executive represents and warrants that Executive 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, her 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 she has not nor will she copy or transfer any Company information, nor will she maintain any Company confidential information after the Separation Date. Executive's compliance with this Section 7(h) shall be a condition to her receipt of the Separation Benefits. Notwithstanding the foregoing, Executive may retain documents relating to her compensation and benefits from the Company.

i. 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 her material breach of this Section 7 or her material breach of the Consulting Agreement prior to Executive's receipt of such Separation Benefits.

j. Whistleblower Provision; Other Protected Activity. Nothing in this Agreement or the Proprietary Information Agreement shall prevent Executive from communicating directly with, cooperating with, or providing information to, or receiving financial awards from, any federal, state or local government agency, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Equal Employment Opportunity Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice, without notifying or seeking permission from the Company. 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. Further, nothing in this Agreement or the Proprietary Information Agreement shall prevent Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

k. 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. Executive will direct all requests for employment references to the Company's Human Resources department. All responses to requests for references shall state only Executive's title, dates of service, and shall make no further comment other than to advise that such disclosure is consistent with Company policies.

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 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 9 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. Executive and the Company expressly waive all rights to a jury trial in court for any statutory or common law claims subject to arbitration as set forth herein. Executive further waives her right to pursue claims against the Company on a class basis. Except as expressly provided in this Section 9, Executive and the Company agree that the arbitrator shall have the power and authority to interpret this Agreement and to determine whether a certain dispute or claim is subject to arbitration under this Agreement. Pursuant to The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, however, the parties agree that only a court shall determine whether a claim relates to a "sexual assault dispute" or a "sexual harassment dispute" (as those terms are defined in the statute) and is therefore not subject to arbitration. Except in the case of claims that may relate to a "sexual harassment dispute" or "sexual assault dispute," the power and authority to determine arbitrability is hereby expressly delegated to the appointed arbitrator and not to any judge or court to the fullest extent allowed by law.

10. Entire Agreement; Modification. This Agreement, together with the Indemnification Agreement, the Proprietary Information Agreement, the Consulting 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. 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.

15. Severability. In the event any provision of this Agreement is found to be unenforceable by any 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 court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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. 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.

21. 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 her choosing.

22. 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]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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: 19-Jan-2024

/s/ Carrie Brownstein, M.D.
Carrie Brownstein, M.D.

PARENT:

Dated: 19-Jan-2024

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

ZENO MANAGEMENT:

Dated: 19-Jan-2024

ZENO MANAGEMENT, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

Exhibit A

Employment Agreement

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit B

Consulting Agreement

[Exhibit B omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit C

Indemnification Agreement

[Exhibit C omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit D

Proprietary Information Agreement

[Exhibit D omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 10.16

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the "***Agreement***") is dated as of January 19, 2024, between **ZENTALIS PHARMACEUTICALS, INC.,** a Delaware corporation with offices at 1359 Broadway, Suite 801, New York, NY 10018 (collectively, with its affiliates, "***Company***"), and Carrie Brownstein, M.D. ("***Consultant***"). Together, Consultant and the Company shall be referred to as "the Parties" and each a "party" hereto.

WHEREAS, for Consultant's personal reasons, the Parties agreed to a [***] Consultant's employment with the Company's wholly owned subsidiary, Zeno Management, Inc. ("***Zeno***"), effective January 19, 2024, or such other date that is the effective date of Consultant's separation as an employee of Zeno (such date, the "***Separation Date***");

WHEREAS, in connection with Consultant's separation, Consultant, Zentalis Pharmaceuticals, Inc. and Zeno entered into a Release Agreement (the "***Release Agreement***"); and

WHEREAS, the Company wishes to enter into a Consulting Agreement with Consultant [***] following Consultant's separation as a Zeno employee.

NOW, THEREFORE, Company and Consultant hereby agree as follows:

1. **SERVICES.** Consultant will provide consulting services ("***Services***") detailed on **Exhibit A** to Company for the term of the Agreement. Consultant will not delegate her responsibilities under this Agreement to any third parties. When performing Services involving interactions with an external audience, Consultant will comply with Company's directions regarding such interactions. Consultant is an independent contractor and is not authorized to make any representation, warranty, contract, or commitment on behalf of Company unless directed to by the Company.

2. **COMPLIANCE WITH APPLICABLE LAW.** Consultant will comply with all applicable law, including any applicable disclosure requirements relating to Consultant's relationship with Company or the nature of the Services.

3. **TERM AND TERMINATION.** The term of this Agreement will commence on the day following the Separation Date and will expire on the date that is two (2) months following the Separation Date (the "***Term***"), unless terminated (i) immediately by the Company by written notice upon Consultant's breach of the Agreement, and (ii) automatically upon the death or disability of Consultant; provided, however, that this Agreement shall terminate immediately, and the Company shall have no obligations to provide any of the compensation or benefits described herein for any portion of the Term, in the event that the Effective Date (as defined in the Release Agreement) does not occur within the required timeframe as set forth in the Release Agreement.

4. **COMPENSATION.** As compensation for the Services, Company will compensate Consultant as provided on **Exhibit A**. If Consultant uses, recommends or comments upon any Company product in connection with the treatment of a patient, a scientific or educational presentation or publication, a media interview, development of a formulary or clinical protocols, or any other third-party communication or interaction, Consultant will disclose that Consultant is or has been a paid consultant of Company and any other financial relationships with Company.

5. **REPRESENTATIONS AND WARRANTIES.** Consultant represents and warrants that (i) the Agreement does not conflict with or violate any obligation of Consultant or right of any third party, and Consultant will not accept work, enter into a contract, or accept an obligation from any third party that is inconsistent with Consultant's obligations under this Agreement; and (ii) neither Consultant nor any designee providing Services hereunder have ever been, nor currently are, nor are the subject of, a proceeding that could lead to Consultant or designee becoming: (A) debarred by the FDA pursuant to 21 U.S.C. § 335a(a)-(b) from providing services in any capacity to a

person that has an approved or pending drug product application; (B) excluded, debarred, suspended or otherwise ineligible to participate in (I) Federal health care programs, as defined under 42 U.S. Code § 1320a-7b(f), such as Medicare or Medicaid, by the Office of the Inspector General of the U.S. Department of Health and Human Services, or (II) federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration; (C) convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been debarred or excluded as described in this Section 5; or (D) debarred or disqualified by any foreign equivalent of the authorities and programs referenced above. If, during the term of this Agreement, Consultant or any designee is debarred, excluded or convicted, or is the subject of a proceeding that could lead to Consultant or any designee becoming debarred, excluded or convicted as described herein, Consultant shall immediately notify Company.

6. **CONFIDENTIAL INFORMATION.** Consultant acknowledges that all non-public and/or proprietary information Consultant receives, acquires, or develops in performance of the Services ("***Confidential Information***") is confidential and is the exclusive property of Company. Consultant must use a reasonable degree of care to protect and prevent any unauthorized use or disclosure of Confidential Information. Consultant will not, without the written consent of Company, (a) disclose, divulge, or publish any Confidential Information to any third party or (b) use any Confidential Information except as necessary to perform the Services. Confidential Information does not include information that Consultant can establish: (a) was known to Consultant without restriction before receipt from Company; (b) is publicly available through no fault of Consultant; or (c) is rightfully received by Consultant from a third party without a duty of confidentiality. Consultant hereby assigns to Company, and will procure the assignment to Company of, all Confidential Information and all such reproductions, notes, other materials, and improvements. Except as expressly provided herein, nothing in this Agreement shall grant Consultant any intellectual property rights or licenses, express or implied, in or to any portion of any Confidential Information. Upon expiration or termination of the Agreement, or request of Company, Consultant will return or destroy all Confidential Information in Consultant's possession. Consultant's obligations under this Section 6 will survive termination or expiration of this Agreement.

7. **U.S. SECURITIES LAWS**. Each party acknowledges that it is aware that U.S. securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company under obligations of non-disclosure and non-use from purchasing or selling securities of such company, or from communicating such information to any other person. Each party hereby agrees and undertakes to comply with any such provisions.

8. **PERSONAL DATA.** All personal data will be handled in accordance with applicable privacy laws and regulations. To the extent the Services include Consultant's processing of personal data or Consultant's disclosure of personal data, including protected health information, to Company, the parties will enter into a data processing agreement prior to the commencement of such processing and/or disclosure.

9. **INTELLECTUAL PROPERTY.** All inventions, discoveries, improvements, ideas, proposals, concepts, designs, processes, formulations, trade secrets, know-how, materials, documentation, reports, research, creations and products developed or prepared by Consultant solely in relation to the Services are the intellectual property of Company ("***Inventions***"). To the extent any Invention qualifies as a work made for hire under applicable law, it is hereby deemed to be such. Consultant hereby assigns to Company all right, title, and interest in and to the Inventions, which are the sole and exclusive property of Company, and will be promptly disclosed by Consultant to Company. Consultant will not use any intellectual property or technology of a third party in performance of the Services that will result in violation of any intellectual property rights of any third party. Consultant warrants that Consultant has and will have the right to transfer and assign to Company ownership of all Inventions. Consultant will execute all documents, and take any and all actions needed, all without further consideration, in order to confirm Company's rights as outlined above. In the event that Consultant should fail or refuse to execute such documents

within a reasonable time, Consultant appoints Company as Consultant's attorney-in-fact to execute and deliver any such documents on Consultant's behalf.

10. **INDEMNIFICATION.** Company agrees to release, defend, indemnify and hold Consultant harmless from any and all potential liabilities, losses or damages (including penalties, costs, attorney fees and liability to third parties) resulting from, related to or arising out of any claim, action, suit or proceeding against Consultant arising out of (a) the negligence or willful misconduct of Company in its execution and performance under this Agreement, or Company's material breach of this Agreement, and/or (b) allegations that the Company's performance under this agreement infringes, misappropriates, or otherwise violates any intellectual right of a third party.

11. **CONFIRMATION OF CONTINUING OBLIGATIONS.**

a. Proprietary Information and Inventions. Consultant hereby expressly reaffirms her obligations, to the extent any such obligations survive termination, under Section 5 of the Employment Agreement (as defined in the Release Agreement, which section is incorporated herein by reference, under the Proprietary Information and Inventions Agreement between Consultant and the Company (the "***Proprietary Information Agreement***"), a copy of which is attached to the Release Agreement as Exhibit C and incorporated herein by reference, and Section 7 of the Release Agreement and agrees that such obligations shall survive the Separation Date and her termination of Services under this Agreement.

b. [***].

c. [***].

d Solicitation of Company Personnel. During the Term and for [***] period following the Separation Date (the "***Restricted Period***"), Consultant will not, either directly or through others, for Consultant's own benefit or the benefit of any other individual or entity: [***].

e. [***].

f. [***].

g. Return of Property. Upon the termination of this Agreement, Consultant represents and warrants that Consultant 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, her 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. Consultant further represents and warrants that she has not nor will she copy or transfer any Company information, nor will she maintain any Company confidential information after the Separation Date. Notwithstanding the foregoing, Consultant may retain documents relating to her compensation and benefits from the Company.

h. Remedy in the Event of Breach. In addition to all other rights and remedies available to the Company under law or in equity, in the event of Consultant's material breach of this Section 11, the Company shall be entitled to withhold all Separation Benefits from Consultant under the Release Agreement and the Company shall be entitled to terminate this Agreement immediately and no additional payments shall be payable to Consultant hereunder.

i. Whistleblower Provision; Other Protected Activity. Nothing in this Agreement or the Proprietary Information Agreement shall prevent Consultant from communicating directly with, cooperating with, or providing information to, or receiving financial awards from, any federal, state or local government agency, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Equal Employment Opportunity Commission, the U.S. National Labor Relations Board, or the U.S. Department of

Justice, without notifying or seeking permission from the Company. Consultant acknowledges that the Company has provided Consultant with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) Consultant 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) Consultant 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 Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Consultant may disclose the proprietary information to Consultant's attorney and use the proprietary information in the court proceeding, if Consultant files any document containing the proprietary information under seal, and does not disclose the proprietary information, except pursuant to court order. Further, nothing in this Agreement or the Proprietary Information Agreement shall prevent Consultant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Consultant has reason to believe is unlawful.

j. Definitions. For purposes of this Section 11, the term "Company" means not only Zeno, 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.

12. **LIMITATION ON LIABILITY.** NEITHER COMPANY NOR CONSULTANT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST BUSINESS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **MISCELLANEOUS.** This Agreement will be governed by New York state law, without regard to any conflict of laws provisions thereof. This Agreement, together with the Release Agreement (and any other agreements or portions of agreements incorporated by reference therein), is the entire agreement of the parties with respect to the Services and may not be assigned by Consultant without prior written permission of Company. Company may assign this agreement to any of its wholly owned subsidiaries without the consent of Consultant. Consultant will not make any public statement concerning this Agreement or use Company's or its affiliates' names in any form of advertising, promotion or publicity, without prior written consent of Company. Notices under this Agreement will be sent to the addresses listed on the signature page and sent by nationally recognized courier.

(Signature Page Follows)

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Having understood and agreed to the foregoing, Company and Consultant have signed this Agreement, effective as of the date written above.

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer
Notice Address:
Zentalis Pharmaceuticals, Inc.
1359 Broadway, Suite 801
New York, NY 10018

/s/ Carrie Brownstein, M.D.
Carrie Brownstein, M.D.
Notice Address:
[***]

EXHIBIT A

Consultant Services & Compensation

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 10.18

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

TRANSITION AND RELEASE AGREEMENT

This Transition and Release Agreement (the "***Agreement***") is entered into by and among Kevin Bunker, Ph.D. ("***Executive***"), Zentalis Pharmaceuticals, Inc. ("***Parent***") and Zeno Management, Inc. ("***Zeno Management***," and together with Parent, the "***Company***"), effective as of November 1, 2023 (the "***Transition Date***").

RECITALS

WHEREAS, Executive is a party to that certain Amended and Restated Employment Agreement effective as of February 28, 2023, with the Company (the "***Employment Agreement***"), a copy of which is attached to this Agreement as Exhibit A and incorporated herein by reference;

WHEREAS, Executive's employment with the Company will terminate effective as of December 31, 2023 (such date, or any earlier date on which Executive's employment with the Company terminates for any reason, the "***Separation Date***"); and

WHEREAS, Executive acknowledges that, but for his agreement to execute this Agreement, Executive 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 Executive's continued employment through the Separation Date and 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. [Reserved]

2. Termination of Employment.

a. Separation Date. The Separation Date will be the termination date of Executive's employment with the Company and all of its affiliates 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 resignation from all positions he holds with the Company and any of its affiliates, including his position as Parent's and Zeno Management's Chief Scientific Officer, and as an officer and/or member of the boards of director of any other subsidiary of Parent, effective as of the Separation Date. For the avoidance of doubt, the confirmation of resignation in the prior sentence does not terminate Executive's positions with Kalyra Pharmaceuticals, Inc. or Recurium IP Holdings, LLC. Executive agrees to sign any additional documents reasonably requested by the Company in furtherance of the foregoing resignations.

b. Transition Period. During the period commencing on the Transition Date and ending on the Separation Date (such period, the "***Transition Period***"), Executive will continue to be employed by the Company. During the Transition Period, Executive will continue to serve as the Chief Scientific Officer of the Company, and will continue to be compensated at his current base salary rate [***] payable in accordance with the Company's usual pay practices. Except as described in Section 3(a)(i) below, Executive will not be eligible to receive an annual discretionary bonus for the fiscal year ending December 31, 2023. During the Transition Period, Executive will be entitled to participate in benefits under the Company's benefit plans and arrangements available to similarly situated employees. During the Transition Period, Company shall reimburse Executive

for reasonable out-of-pocket business expenses incurred in connection with the performance of his duties as an employee in accordance with the Company's current expense policy. During the Transition Period, Executive shall be entitled to such periods of vacation or paid time off as provided to similarly situated employees. During the Transition Period, Employee's equity awards granted by the Company shall continue to vest in accordance with the terms of the award agreements and the Plan (as defined below). The Company and Executive acknowledge that Executive's employment during the Transition Period is and shall continue to be at-will, as defined under applicable law. 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. Executive hereby expressly reaffirms his obligations under Section 5 of the Employment Agreement, which is incorporated by reference herein ("***EA Section 5***"), and under the Proprietary Information Agreement (as defined below).

c. Separation Date Matters.

(i) Accrued Obligations. In accordance with applicable law, on the Separation Date, the Company will issue to Executive his final paycheck, reflecting any earned but unpaid base salary through the Separation Date, and any accrued, unused vacation pay as of the Separation Date (the "***Accrued Obligations***"). Executive acknowledges that, other than the compensation set forth in this Section 2 to be paid to Executive as provided herein through the Separation Date and the Separation Benefits set forth in Section 3, he has or will have received all wages, bonuses, accrued but unused vacation or paid time off, and other benefits due Executive as a result of his employment or service with and termination from the Company.

(ii) Expenses. The Company, within [***] after receipt of Executive's submission of business expenses, will reimburse Executive for any and all reasonable and necessary business expenses incurred by Executive in connection with the performance of Executive's job duties prior to the Separation Date, which expenses shall be submitted to the Company with supporting receipts and/or documentation no later than [***] after the Separation Date.

(iii) Benefits. Subject to Section 3(a)(ii) 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 ("***Health Benefits Termination Date***"), 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. Severance

a. Separation Benefits. Upon the occurrence of the Separation Date on December 31, 2023 (or any earlier date for any reason other than Executive's termination by the Company for Cause (as defined in the Employment Agreement)), and in consideration for Executive's agreement to be bound by the terms of this Agreement, and subject to the occurrence of the Release Effective Date (as defined below) prior to the deadline in Section 3(b), and further subject to Executive's 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***"):

(i) Severance Payment. A lump-sum cash severance payment of [***] (representing twelve (12) months' base salary based on Executive's base salary rate in effect on the Separation Date *plus* Executive's 2023 target bonus), payable [***] following

the Release Effective Date.

(ii) COBRA Benefits. For the period beginning on the Health Benefits Termination Date and ending on the date which is twelve (12) full months following the Health Benefits Termination 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.

(iii) Option Awards. Executive acknowledges that, as of December 31, 2023 (assuming continuous service as an employee through that date), he will hold an aggregate of [***] stock options (the "***Options***") granted to him by Parent under Parent's 2020 Incentive Award Plan, as amended (the "***Plan***"), as listed on Exhibit B attached hereto. As of December 31, 2023 (assuming continuous service as an employee through that date), [***] of Executive's outstanding Options will be vested and [***] of Executive's outstanding Options will be unvested ("***Unvested Options***"). Following the Separation Date, Executive's vested Options shall remain subject to the terms of the Plan and the stock option agreements pursuant to which such Options were granted. Notwithstanding the foregoing, subject to the occurrence of the Release Effective Date and Executive's continued compliance with this Agreement, the Unvested Options will continue to vest for twelve (12) months following the Separation Date ("***Option Continued Vesting Period***"), and therefore shall also remain subject to the terms of the Plan and the stock option agreements pursuant to which such Options were granted except as specifically modified herein, in accordance with the existing vesting schedules set forth in the applicable stock option agreements pursuant to which such Unvested Options were granted notwithstanding Executive's termination of employment (and such portion of the Unvested Options eligible to vest during the Option Continued Vesting Period are referred to herein as the "***Continued Vesting Eligible Options***"). Any portion of the Unvested Options that would not be eligible to vest during the Option Continued Vesting Period in accordance with the previous sentence and do not constitute Continued Vesting Eligible Options shall automatically be cancelled on the Separation Date. [***]. Subject to the occurrence of the Release Effective Date and Executive's continued compliance with this Agreement, Executive shall be able to exercise any vested Options (including any Options that become vested Options during the Option Continued Vesting Period) through and including December 31, 2028.

(iv) RSU Awards. Executive acknowledges that, as of December 31, 2023 (assuming continuous service as an employee through that date) he will hold an aggregate of [***] restricted stock units (the "***RSUs***") granted to him by Parent under the Plan, as listed on Exhibit B attached hereto. Subject to the occurrence of the Release Effective Date and Executive's continued compliance with this Agreement, the RSUs will continue to vest until [***] (the "***RSU Continued Vesting Period***") in accordance with the existing vesting

schedules set forth in the applicable RSU agreements pursuant to which such RSUs were granted notwithstanding Executive's termination of employment, *provided that* [***] (and such portion of the RSUs eligible to vest during the RSU Continued Vesting Period are referred to herein as the "***Continued Vesting Eligible RSUs***"). Any portion of the RSUs that would not be eligible to vest during the RSU Continued Vesting Period in accordance with the previous sentence and do not constitute Continued Vesting Eligible RSUs shall automatically be cancelled on the Separation Date. [***]. In no event will the shares issuable upon settlement of the Continued Vesting Eligible RSUs that vest pursuant to this clause (iv) be issued to Executive later than [***]. For the sake of clarity, except as specifically modified herein, (a) the RSUs shall remain subject to the terms of the Plan and the applicable RSU agreements and (b) any shares held by Executive as a result of the settlement of RSUs prior to the Separation Date shall not be subject to forfeiture or cancellation.

The Separation Benefits shall be the exclusive severance benefits to which Executive is entitled, unless Executive has breached the provisions of this Agreement, in which case Section 7(g) shall apply.

Executive understands that Executive's entitlement to the Separation Benefits under this Agreement is subject to the occurrence of the Release Effective Date prior to the deadline in Section 3(b), is conditioned on Executive's continued compliance with EA Section 5 and the Proprietary Information Agreement (as defined below), and shall be provided in addition to the Accrued Obligations. Upon termination of Executive's employment prior to December 31, 2023 by the Company for Cause, Employee shall not be entitled to the Separation Benefits and Executive's sole remedy shall be to receive the Accrued Obligations.

b. Release. As a condition to Executive's receipt of the Separation Benefits, Executive shall execute and not revoke a general release of all claims in favor of the Company (the "***Release***") in the form attached hereto as Exhibit E. The date on which Executive's Release becomes effective in accordance with its terms is referred to as the "***Release Effective Date***." Executive shall not sign the Release prior to the Separation Date. In the event Executive's Release does not become effective within the [***] period following the Separation Date, Executive shall not be entitled to the Separation Benefits. The Separation Benefits set forth above represent full satisfaction of the Company's severance obligations to Executive.

4. Release of Known and Unknown Claims By Executive.

a. In exchange for the consideration 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 (including plan sponsors, plan fiduciaries, and insurers) 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, direct or derivative (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, Executive's ownership of Parent securities or otherwise, including any and all claims arising under federal, state, or local laws, 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. § 1981, et seq.; 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.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; and any California state or local laws, administrative rules or regulations respecting employment, including but not limited to, the California Fair Employment and Housing Act (Cal. Gov. Code § 12940-951, et seq.); the California Family Rights Act (Cal. Gov. Code §§ 12945.1- 12945.2); the California Pregnancy Disability Leave Act (Cal. Gov. Code § 12945); the California School Activities Act (Cal. Labor Code § 230.8); the Cal-WARN Act (Cal. Labor Code §§ 1400- 1408); the California laws relating to the time, manner, and payment of wages (Cal. Lab. §§ 200 et seq.), and including the California Wage Payment Law (Cal. Labor Code §§ 200-240), the California Overtime Law (Cal. Labor Code §§ 500-552), and the California Minimum Wage Law (Cal. Labor Code § 1182.12); the California Equal Pay Law (Cal. Labor Code § 1197.5); the California Whistleblower Protection Act, (Cal. Labor Code §§ §1102.5 to 1105); the California Privacy Rights Act (Cal. Civil Code § 1798.140); the California Domestic Violence Leave Law (Cal. Labor Code § 320); and the California Healthy Workplaces, Healthy Families Act of 2014 (Cal. Labor Code § 245.5, 246, and 247.5), all as amended.

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 and/or pursuant to the terms of applicable state law;

(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 C with respect to Executive's liability as an employee and officer of the Company or its affiliates;

(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; and

(viii) Executive's right to communicate or cooperate with any government agency.

b. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE 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 EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

c. 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 and warrants that: (a) 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; (b) 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; (c) Executive has not been subject to any retaliation or any other form of adverse action by the Company Releasees for his exercise of, or attempt to exercise, any statutory rights recognized under federal, state or local law; (d) the Company Releasees have satisfied in full all obligations they ever had regarding leaves of absence and other time off of any kind (including, but not limited to, short-term disability leave, family medical leave, military leave, vacations, meal and rest periods, sick and personal days, and personal leave), and Executive has not suffered any adverse employment action as a result of seeking or taking any such leave of absence or time off; and (e) Executive has no known workplace injuries or occupational diseases, has not sustained any disabling injury and/or occupational disease that has resulted in a loss of wage-earning capacity during Executive's employment, and has no personal injury and/or occupational disease that has been contributed to, or aggravated or accelerated in a significant manner by, Executive's employment or separation from employment.

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 Executive 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 EA Section 5 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. For [***] following the Separation Date (the "***Restricted Period***"), Executive will not, either directly or through others, [***].

c. Solicitation of Consultants. Executive shall not, during the Restricted Period, directly or indirectly, [***].

d. [***].

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 his 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, and if such cooperation is required [***]. All such cooperation shall be scheduled at mutually agreeable dates, times and locations.

f. Return of Property. By signing below, Executive represents and warrants that, Executive will return to the Company, as of the Separation Date, 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. Notwithstanding the foregoing, Executive may retain documents relating to his compensation and benefits from the Company and may (i) use and retain Company information and books and records only to the extent such information and books and records are needed to perform consulting services for the Company pursuant to the Consulting Agreement between the Company and Executive dated November 1, 2023 (the "***Consulting Agreement***"), and (ii) if requested by the Company, use and retain his Company-issued laptop for the purposes of performing services under the Consulting Agreement.

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 breach of this Section 7 prior to Executive's receipt of such Separation Benefits.

h. Whistleblower Provision; Other Protected Activity. Nothing in this Agreement or the Proprietary Information Agreement shall prevent Executive from communicating directly with, cooperating with, or providing information to, or receiving financial awards from, any federal, state or local government agency, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Equal Employment Opportunity Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice, without notifying or seeking permission from the Company. 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. Further, nothing in this Agreement or the Proprietary Information Agreement shall prevent Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

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 the Company's Human Resources department. All responses to requests for references shall state only Executive's title, dates of service, and shall make no further comment. In the event Parent decides to issue a press release describing Executive's departure, Executive shall be provided the opportunity to review the press release describing the Executive's departure prior to its formal release, provided that Parent shall have final authority over any such press release. Executive shall be permitted to transmit an e-mail to all staff announcing his departure, which e-mail shall be approved by the Company in advance.

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 San Diego County, California, 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 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 9 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. Executive and the Company expressly waive all rights to a jury trial in court for any statutory or common law claims subject to arbitration as set forth herein. Executive further waives his right to pursue claims against the Company on a class basis; provided, however, that Executive does not waive his right, to the extent preserved by law, to pursue representative claims against the Company under the California Private Attorney General Act. Except as expressly provided in this Section 9, Executive and the Company agree that the arbitrator shall have the power and authority to interpret this Agreement and to determine whether a certain dispute or claim is subject to arbitration under this Agreement. Pursuant to The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, however, the parties agree that only a court shall determine whether a claim relates to a "sexual assault dispute" or a "sexual harassment dispute" (as those terms are defined in the statute) and is therefore not subject to arbitration. Except in the case of claims that may relate to a "sexual harassment dispute" or "sexual assault dispute," the power and authority to determine arbitrability is hereby expressly delegated to the appointed arbitrator and not to any judge or court to the fullest extent allowed by law.

10. Entire Agreement; Modification. This Agreement, together with the Indemnification Agreement, the Proprietary Information Agreement and the other agreements referenced herein, including EA Section 5, 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 herein with respect to EA Section 5 and the definition of "Cause," 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. 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.

15. Severability. In the event any provision of this Agreement is found to be unenforceable by any 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 court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. 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 California 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 San Diego County, California, 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 California law.

17. 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.

18. 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.

19. 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.

20. 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. 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.

21. 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.

22. 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]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

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:

/s/ Kevin Bunker, Ph.D.
Kevin Bunker, Ph.D.

Dated: 01-Nov-2023

PARENT:

Dated: 01-Nov-2023

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

ZENO MANAGEMENT:

Dated: 01-Nov-2023

ZENO MANAGEMENT, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

Exhibit A

Employment Agreement

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit B

Equity Awards

[Exhibit B omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit C

Indemnification Agreement

[Exhibit C omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit D

Proprietary Information Agreement

[Exhibit D omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit E

General Release of All Claims

[Exhibit E omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 10.19

General Release of All Claims

This General Release of All Claims ("***Release***") is entered into as of this 2nd day of January, 2024, among Kevin Bunker, Ph.D. ("***Executive***"), Zentalis Pharmaceuticals, Inc. ("***Parent***") and Zeno Management, Inc. ("***Zeno Management***," and together with Parent, the "***Company***").

WHEREAS, Executive and the Company are parties to that certain Transition and Release Agreement dated as of November 1, 2023 (the "***Transition Agreement***").

WHEREAS, the parties agree that Employee is entitled to certain Separation Benefits under Section 3 of the Transition Agreement (the "***Termination Benefits***"), subject to Executive's execution of this Release.

WHEREAS, the Company and Executive now wish to fully and finally to resolve all matters between them.

WHEREAS, defined terms used herein without definition shall have the meanings given to such terms in the Transition Agreement.

NOW THEREFORE, in consideration of the Separation Benefits payable to Executive pursuant to the Transition Agreement, the adequacy of which is hereby acknowledged by Executive, and which Executive acknowledges that he would not otherwise be entitled to receive, Executive and the Company hereby agree as follows:

1. General Release.

a. In exchange for the Separation Benefits set forth in Section 3 of the Transition Agreement, and in consideration of the further agreements and promises set forth herein and therein, 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 (including plan sponsors, plan fiduciaries, and insurers) 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, direct or derivative (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, Executive's ownership of Parent securities or otherwise, including any and all claims arising under federal, state, or local laws, 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. § 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.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; and any California state or local laws, administrative rules or regulations respecting employment, including but not limited to, the California Fair Employment and Housing Act (Cal. Gov. Code § 12940-951, et seq.); the California Family Rights Act (Cal. Gov. Code §§ 12945.1- 12945.2); the California Pregnancy Disability Leave Act (Cal. Gov. Code § 12945); the California School Activities Act (Cal. Labor Code § 230.8); the Cal-WARN Act (Cal. Labor Code §§ 1400- 1408); the California laws relating to the time, manner, and payment of wages (Cal. Lab. §§ 200 et seq.), and including the California Wage Payment Law (Cal. Labor Code §§ 200-240), the California Overtime Law (Cal. Labor Code §§ 500-552), and the California Minimum Wage Law (Cal. Labor Code § 1182.12); the California Equal Pay Law (Cal. Labor Code § 1197.5); the California Whistleblower Protection Act, (Cal. Labor Code §§ §1102.5 to 1105); the California Privacy Rights Act (Cal. Civil Code § 1798.140); the California Domestic Violence Leave Law (Cal. Labor Code § 320); and the California Healthy Workplaces, Healthy Families Act of 2014 (Cal. Labor Code § 245.5, 246, and 247.5), all as amended.

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 and/or pursuant to the terms of applicable state law;

(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 to the Transition Agreement as Exhibit C with respect to Executive's liability as an employee and officer of the Company or its affiliates;

(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 the Transition Agreement or any agreement referenced herein or therein;

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

(viii) Executive's right to communicate or cooperate with any government agency.

b. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE 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 EXECUTIVE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

c. Executive represents and warrants that: (a) 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 Release; (b) 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 Release; (c) Executive has not been subject to any retaliation or any other form of adverse action by the Company Releasees for his exercise of, or attempt to exercise, any statutory rights recognized under federal, state or local law; (d) the Company Releasees have satisfied in full all obligations they ever had regarding leaves of absence and other time off of any kind (including, but not limited to, short-term disability leave, family medical leave, military leave, vacations, meal and rest periods, sick and personal days, and personal leave), and Executive has not suffered any adverse employment action as a result of seeking or taking any such leave of absence or time off; and (e) Executive has no known workplace injuries or occupational diseases, has not sustained any disabling injury and/or occupational disease that has resulted in a loss of wage-earning capacity during Executive's employment, and has no personal injury and/or occupational disease that has been contributed to, or aggravated or accelerated in a significant manner by, Executive's employment or separation from employment.

d. Executive acknowledges that Executive was provided with this Release on November 1, 2023. Executive acknowledges that Executive will have twenty-one (21) days' time in which to consider this Release after the Company's delivery of such Release to Executive (the "***Review Period***"). Executive further acknowledges that the Company has advised Executive that he is waiving his rights under the ADEA, and that Executive should consult with an attorney of his choice before signing this Release, and Executive has had sufficient time to consider the terms of this Release. Executive represents and acknowledges that if Executive executes this Release 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 Release shall not extend the foregoing Review Period or the deadline for the occurrence of the Release Effective Date (as defined below).

e. Executive understands that after executing this Release, Executive has the right to revoke it within seven (7) days after his execution of it. Executive understands that this Release will not become effective and enforceable unless the seven (7) day revocation period passes and Executive does not revoke the Release in writing. Executive understands that this Release may not be revoked after the seven (7) day revocation period has passed. Executive also understands that any revocation of this Release must be made in writing and delivered to Geraldine Peters-Wiles,

Vice President, Human Resources of the Company, within the seven (7) day period.

f. Executive understands that this Release shall become effective, irrevocable, and binding upon Executive on the eighth (8th) 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 (e) above. The date on which this Release becomes effective is referred to herein as the "***Release Effective Date***."

g. Executive further understands that Executive will not be given any Separation Benefits unless the Release Effective Date occurs on or before the date that is thirty (30) days following the Separation Date.

h. 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.

2. Continuing Obligations. Executive hereby expressly reaffirms his obligations under the Proprietary Information Agreement, a copy of which is attached to the Transition Agreement as Exhibit D and incorporated herein by reference, and his obligations under EA Section 5, which is incorporated herein by reference, and agrees that such obligations shall survive the Separation Date. By signing below, Executive confirms that he has delivered to the Company any and all Company property as required under Section 7(f) of the Transition Agreement.

3. Entire Agreement; Modification. This Release, together with the Transition Agreement, the Indemnification Agreement, the Proprietary Information Agreement and the other agreements referenced in the Transition Agreement, including EA Section 5, 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. This Release 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. All disputes under this Release shall be resolved in accordance with Section 9 of the Transition Agreement.

4. Notices. Any notice required or permitted by this Release 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.

5. Severability. In the event any provision of this Release is found to be unenforceable by any 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 court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

6. Governing Law and Venue. This Release will be governed by and construed in accordance with the laws of the United States of America and the State of California 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 San Diego County, California, 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 California law.

7. Counterparts; Facsimile or .pdf Signatures. This Release 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 Release 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.

8. Construction. The language in all parts of this Release 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 Release or any part thereof. The headings of the several sections in this Release 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.

[Signature Page Follows]

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

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

EXECUTIVE:

Dated: 02-Jan-2024

/s/ Kevin Bunker, Ph.D.
Kevin Bunker, Ph.D.

PARENT:

Dated: 02-Jan-2024

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

ZENO MANAGEMENT:

Dated: 02-Jan-2024

ZENO MANAGEMENT, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the "***Agreement***") is dated as of November 1, 2023, between **ZENTALIS PHARMACEUTICALS, INC.,** a Delaware corporation with offices at 1359 Broadway, Suite 801, New York, NY 10018 (collectively, with its affiliates, "***Company***"), and Kevin Bunker, Ph.D., with a place of residence at [***] ("***Consultant***").

WHEREAS, Consultant resigned as an employee of the Company's wholly owned subsidiary, Zeno Management, Inc. ("***Zeno***"), effective December 31, 2023, or such other date that is the effective date of Consultant's resignation as an employee of Zeno (such date, the "***Resignation Date***");

WHEREAS, in connection with Consultant's resignation, Consultant, Zentalis Pharmaceuticals, Inc. and Zeno entered into a Release Agreement (the "***Release Agreement***"); and

WHEREAS, the Company wishes to enter into a Consulting Agreement with Consultant in order to effectuate a smooth transition at the Company following Consultant's resignation as a Zeno employee.

NOW, THEREFORE, Company and Consultant hereby agree as follows:

1. **SERVICES.** Consultant will provide consulting services ("***Services***") detailed on **Exhibit A** to Company for the term of the Agreement. Consultant will not delegate his responsibilities under this Agreement to any third parties without Company's prior written consent. If Company provides such consent, Consultant will remain responsible for ensuring such third parties' compliance with this Agreement. When performing Services involving interactions with an external audience, Consultant will comply with Company's directions regarding such interactions. Consultant is an independent contractor and is not authorized to make any representation, warranty, contract, or commitment on behalf of Company unless directed to by the Company.

2. **COMPLIANCE WITH APPLICABLE LAW.** Consultant will comply with all applicable law, including any applicable disclosure requirements relating to Consultant's relationship with Company or the nature of the Services.

3. **TERM AND TERMINATION.** The term of this Agreement will commence on the second day following the Resignation Date and will expire on [***] (the "***Term***"), unless terminated (i) for any reason by either party upon 10 days' written notice, (ii) immediately by the Company by written notice upon Consultant's breach of the Agreement, and (iii) automatically upon the death or disability of Consultant; provided, however, that this Agreement shall terminate immediately, and the Company shall have no obligations to provide any of the compensation or benefits described herein for any portion of the Term, in the event that the Release Effective Date (as defined in the Release Agreement) does not occur.

4. **COMPENSATION.** As compensation for the Services, Company will compensate Consultant as provided on **Exhibit A**. Company will pay undisputed invoices within [***] of Company's receipt of such invoices. Company will reimburse Consultant for reasonable, actual expenses incurred that have been expressly approved in advance by the Company, after submission of detailed invoices or receipts documenting such expenses. If Consultant uses, recommends or comments upon any Company product in connection with the treatment of a patient, a scientific or educational presentation or publication, a media interview, development of a formulary or clinical protocols, or any other third-party communication or interaction, Consultant will disclose that Consultant is or has been a paid consultant of Company and any other financial relationships with Company.

5. **REPRESENTATIONS AND WARRANTIES**. Consultant represents and warrants that (i) the Agreement does not conflict with or violate any obligation of Consultant or right of any third party, and Consultant will not accept work, enter into a contract, or accept an obligation from any third party that is inconsistent with Consultant's obligations under this Agreement; and (ii) neither Consultant nor any designee providing Services hereunder have ever been, nor currently are, nor are the subject of, a proceeding that could lead to Consultant or designee

becoming: (A) debarred by the FDA pursuant to 21 U.S.C. § 335a(a)-(b) from providing services in any capacity to a person that has an approved or pending drug product application; (B) excluded, debarred, suspended or otherwise ineligible to participate in (I) Federal health care programs, as defined under 42 U.S. Code § 1320a-7b(f), such as Medicare or Medicaid, by the Office of the Inspector General of the U.S. Department of Health and Human Services, or (II) federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration; (C) convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been debarred or excluded as described in this Section 5; or (D) debarred or disqualified by any foreign equivalent of the authorities and programs referenced above. If, during the term of this Agreement, Consultant or any designee is debarred, excluded or convicted, or is the subject of a proceeding that could lead to Consultant or any designee becoming debarred, excluded or convicted as described herein, Consultant shall immediately notify Company.

6. **CONFIDENTIAL INFORMATION.** Consultant acknowledges that all non-public and/or proprietary information Consultant receives, acquires, or develops in performance of the Services ("***Confidential Information***") is confidential and is the exclusive property of Company. Consultant must use a reasonable degree of care to protect and prevent any unauthorized use or disclosure of Confidential Information. Consultant will not, without the written consent of Company, (a) disclose, divulge, or publish any Confidential Information to any third party or (b) use any Confidential Information except as necessary to perform the Services. Confidential Information does not include information that Consultant can establish: (a) was known to Consultant without restriction before receipt from Company; (b) is publicly available through no fault of Consultant; or (c) is rightfully received by Consultant from a third party without a duty of confidentiality. Consultant hereby assigns to Company, and will procure the assignment to Company of, all Confidential Information and all such reproductions, notes, other materials, and improvements. Except as expressly provided herein, nothing in this Agreement shall grant Consultant any intellectual property rights or licenses, express or implied, in or to any portion of any Confidential Information. Upon expiration or termination of the Agreement, or request of Company, Consultant will return or destroy all Confidential Information in Consultant's possession. Consultant's obligations under this Section 6 will survive termination or expiration of this Agreement.

7. **U.S. SECURITIES LAWS**. Each party acknowledges that it is aware that U.S. securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company under obligations of non-disclosure and non-use from purchasing or selling securities of such company, or from communicating such information to any other person. Each party hereby agrees and undertakes to comply with any such provisions.

8. **PERSONAL DATA.** All personal data will be handled in accordance with applicable privacy laws and regulations. To the extent the Services include Consultant's processing of personal data or Consultant's disclosure of personal data, including protected health information, to Company, the parties will enter into a data processing agreement prior to the commencement of such processing and/or disclosure.

9. **INTELLECTUAL PROPERTY.** All inventions, discoveries, improvements, ideas, proposals, concepts, designs, processes, formulations, trade secrets, know-how, materials, documentation, reports, research, creations and products developed or prepared by Consultant solely in relation to the Services are the intellectual property of Company ("***Inventions***"). To the extent any Invention qualifies as a work made for hire under applicable law, it is hereby deemed to be such. Consultant hereby assigns to Company all right, title, and interest in and to the Inventions, which are the sole and exclusive property of Company, and will be promptly disclosed by Consultant to Company. Consultant will not use any intellectual property or technology of a third party in performance of the Services that will result in violation of any intellectual property rights of any third party. Consultant warrants that Consultant has and will have the right to transfer and assign to Company ownership of all Inventions. Consultant will execute all documents, and take any and all actions needed, all without further consideration, in order to confirm Company's rights as outlined above. In the event that Consultant should fail or refuse to execute such documents

within a reasonable time, Consultant appoints Company as Consultant's attorney-in-fact to execute and deliver any such documents on Consultant's behalf.

10. **INDEMNIFICATION.** Company agrees to release, defend, indemnify and hold Consultant harmless from any and all potential liabilities, losses or damages (including penalties, costs, attorney fees and liability to third parties) resulting from, related to or arising out of any claim, action, suit or proceeding against Consultant arising out of (a) the negligence or willful misconduct of Company in its execution and performance under this Agreement, or Company's material breach of this Agreement, and/or (b) allegations that the Company's performance under this agreement infringes, misappropriates, or otherwise violates any intellectual right of a third party. Consultant agrees to release, defend, indemnify and hold Company harmless from any and all potential liabilities, losses or damages (including penalties, costs, attorney fees and liability to third parties) resulting from, related to or arising out of any claim, action, suit or proceeding against Company and its directors, officers, employees and agents arising out of (i) the negligence or willful misconduct of Consultant in his execution and performance under this Agreement, or Consultant's material breach of this Agreement, and/or (ii) allegations that Consultant's performance under this agreement infringes, misappropriates, or otherwise violates any intellectual right of a third party.

11. [***].

15. **LIMITATION ON LIABILITY.** NEITHER COMPANY NOR CONSULTANT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST BUSINESS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **MISCELLANEOUS.** This Agreement will be governed by California state law, without regard to any conflict of laws provisions thereof. This Agreement, together with the Release Agreement (and any other agreements or portions of agreements incorporated by reference therein), is the entire agreement of the parties with respect to the Services and may not be assigned by Consultant without prior written permission of Company. Company may assign this agreement to any of its wholly owned subsidiaries without the consent of Consultant. Consultant will not make any public statement concerning this Agreement or use Company's or its affiliates' names in any form of advertising, promotion or publicity, without prior written consent of Company. Notices under this Agreement will be sent to the addresses listed on the signature page and sent by nationally recognized courier.

(Signature Page Follows)

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Having understood and agreed to the foregoing, Company and Consultant have signed this Agreement, effective as of the date written above.

ZENTALIS PHARMACEUTICALS, INC.

By: /s/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer
Notice Address:
Zentalis Pharmaceuticals, Inc.
1359 Broadway, Suite 801
New York, NY 10018

/s/ Kevin Bunker, Ph.D.
Kevin Bunker, Ph.D.
Notice Address:
[***]

EXHIBIT A

Consultant Services & Compensation

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 10.23

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "***Agreement***") is entered into by and between Zeno Management, Inc., a Delaware corporation (the "***Company***") and a wholly owned subsidiary of Zentalis Pharmaceuticals, Inc. (the "***Parent***"), and Mark Lackner ("***Executive***"), and shall be effective as of Executive's commencement of service as the Company's Chief Scientific Officer, expected to be December 31, 2023 (the actual date of Executive's commencement of service as the Company's Chief Scientific Officer, the "***Effective Date***").

WHEREAS, the Company and Executive are parties to that certain Amended and Restated Employment Agreement, dated as of February 28, 2023 (the "***Prior Agreement***"); and

WHEREAS, the Company desires to continue to employ Executive, and Executive desires to continue employment with the Company, and to amend and restate the Prior Agreement, 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 Parent.

(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 and his counsel 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 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 his 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, except in connection with the termination of Executive's services for Cause, as a result of his 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 his 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 his 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 Options and the RSUs (each as defined below) and any such awards granted prior to the Effective Date.

2. Services to Be Rendered.

(a) Duties and Responsibilities. Executive shall serve as Chief Scientific Officer of the Company. In the performance of such duties, Executive shall report directly to, and shall be subject to the direction of, the Chief Executive Officer of the Company (the "***Supervising Officer***") and to such limits upon Executive's authority as the Supervising Officer may from time to time impose. In the event of the Supervising Officer's unavailability or incapacity, Executive shall report directly to the Board. 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 or the Supervising Officer. Executive shall be employed by the Company on a full time basis. Executive shall perform the services required by this Agreement remotely from his home office in [omitted in accordance with Regulation S-K, Item 601(a)(6)]. Executive will also be expected to travel to the Company's locations as needed in connection with his duties, provided that the expenses incurred by Executive related to such travel shall be reimbursed by the Company in accordance with Section 3(d). Executive shall be subject to and comply with the policies and procedures generally applicable to similarly situated 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 his ability, experience and talent perform all of the duties that may be assigned to Executive hereunder and shall devote substantially all of his 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; or (ii) managing personal, family and other investments; provided that such activities do not interfere with his duties to the Company, as determined in good faith by the Supervising Officer or the Board. The Company also acknowledges Executive's existing scientific advisory services to Onc.AI, which Executive is entitled to maintain during his employment with the Company, provided that it complies with the requirements of this paragraph.

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 the base salary set forth in the most recent compensation letter distributed to Executive, 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 similarly situated 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 forty-five percent (45%) 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.

(c) 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 similarly situated 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 similarly situated executives and not otherwise specifically provided for herein.

(d) Expenses. The Company shall reimburse Executive for reasonable out-of-pocket business expenses incurred in connection with the performance of his 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.

(e) 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 similarly situated executives; provided, however, that Executive shall be entitled to a minimum of twenty (20) days of PTO per year.

(f) Initial Equity Awards.

(i) Subject to the approval of the Board or the Compensation Committee of the Board, on the first trading day of the month following the Effective Date, or if the Effective Date is itself the first trading of a month, on the Effective Date, Employee will be granted stock options (the "***Options***") to purchase 60,000 shares of the common stock of Parent. The Options will have an exercise price equal to the fair market value of Parent's common stock on the date of grant. The Options will be subject to the terms and conditions of the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan, as amended (the "***2020 Plan***") pursuant to which they will be granted, and Employee's award agreement. The Options shall vest over four (4) years in equal monthly installments until the Options are fully vested, subject to Executive's continued employment or service through the applicable vesting date.

(ii) Subject to the approval of the Board or the Compensation Committee of the Board, on the first trading day of the month following the Effective Date, or if the Effective Date is itself the first trading of a month, on the Effective Date, Employee will be granted restricted stock units (the "***RSUs***") with respect to 40,000 shares of the common stock of Parent. The RSUs will be subject to the terms and conditions of the 2020 Plan pursuant to which they will be granted, and Employee's award agreement. The RSUs shall vest in four (4) equal annual installments on each of the first, second, third and fourth anniversaries of the Effective Date, subject to Executive's continued employment or service through the applicable vesting date.

(g) Equity and Other Benefit Plans. Executive shall be entitled to participate in any equity or other employee benefit plan that is generally available to similarly situated executives 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.

(h) Certain Payments by the Company. Executive is entitled to receive certain cash payments intended to gross-up Executive for certain taxes, under the circumstances set forth in, and subject to the terms and conditions of, Appendix I hereto.

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 his 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) nine (9), 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 elapsed 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 nine (9) 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 his 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 his covered dependents, as applicable, are required to pay for continuation coverage pursuant to COBRA for Executive and/or his 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 his 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; and

(v) (A) in the event of Executive's Involuntary Termination within eighteen (18) months following a Change in Control, (1) the references to nine (9) months in clauses (ii) and (iv) shall be increased to twelve (12) months, and (2) the Target Bonus payable pursuant to clause (iii) shall not be subject to proration, which amounts shall be payable as provided in clauses (ii), (iii) and (iv) 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 provision (B) is 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 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 he 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 or on behalf of the Parent, the Company or affiliates of the Parent or 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 his 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***"). 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 his or 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. Subject to Section 5(i) below, 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. Notwithstanding the foregoing, nothing herein shall restrict Executive from making truthful statements in response to a court order or lawful subpoena, to a governmental agency, or which by law cannot be subject to a nondisparagement covenant. Further, nothing herein shall prevent Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

(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 Penciling. 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; Other Protected Activity. 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, the National Labor Relations Board 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 his 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 similarly situated executives.

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 San Diego, CA, 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 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 such arbitrator's 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, including the Prior Agreement. 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 California 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 San Diego, CA, 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 California 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 Sections 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 is 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/ Kim Blackwell
Name: Kim Blackwell
Title: CEO

EXECUTIVE

/s/ Mark Lackner

EXHIBIT A

GENERAL RELEASE OF CLAIMS

[***]

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Appendix I

Certain Payments by the Company

1. Gross-Up Payment. Notwithstanding any other provision to the contrary contained in the Agreement or in any other plan, arrangement or agreement to which Executive is a party or which is applicable to Executive, if it shall be determined that any Payment (as defined below) will be subject to the Excise Tax (as defined below), then Executive shall be entitled to receive an additional cash payment (the "***Gross-Up Payment***") from the Company (or its successor) equal to the sum of the Excise Tax payable by Executive plus an amount such that, after payment by Executive of all taxes (and any interest or penalties imposed with respect to such taxes), including without limitation, any federal, state or local income or employment taxes on the Gross-Up Payment and the Excise Tax imposed upon the Gross-Up Payment, but excluding any income or employment taxes imposed on the Payment itself, Executive retains an amount of the Gross-Up Payment such that Executive is in the same after-tax position as if the Excise Tax had not been imposed.

2. Determinations. Subject to the provisions of Section 3 below, all determinations required to be made under this Appendix I, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment, and the assumptions to be utilized in arriving at such determination, shall be made by an independent accounting firm or consulting group with nationally recognized standing and substantial expertise and experience in making such determinations retained by the Company prior to the occurrence of a Change in Control for purposes of making the determinations in this Appendix I (the "***280G Firm***"). The 280G Firm shall provide detailed supporting calculations to the Company and Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment or such earlier time as is requested by the Company. All fees and expenses of the 280G Firm shall be borne solely by the Company. Any determination by the 280G Firm shall be binding upon the Company and Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the 280G Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made in accordance with this Appendix I (the amount of such Gross-Up Payments not made, the "***Underpayment***"), consistent with the calculations required to be made hereunder. In the event the Company exhausts its remedies pursuant to Section 3 below and Executive is thereafter required by a taxing authority to make a payment of any Excise Tax as the result of an Underpayment, the 280G Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive.

3. Claims by Taxing Authority. Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment or that there has been an Underpayment. Such notification shall be given as soon as practicable, but no later than ten (10) business days after Executive is informed in writing of such claim. Executive shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. Executive shall not pay such claim prior to the expiration of the thirty (30)-day period following the date on which Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes

with respect to such claim is due). If the Company notifies Executive in writing prior to the expiration of such period that the Company desires to contest such claim, Executive shall:

a. give the Company any information reasonably requested by the Company relating to such claim;

b. take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;

c. cooperate with the Company in good faith in order to effectively contest such claim; and

d. permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including any attorney's fees and additional interest and penalties) incurred in connection with such contest, and shall indemnify and hold Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 3, the Company shall control all proceedings taken in connection with such contest, and, at its sole discretion, may pursue or forgo any and all administrative appeals, proceedings, hearings, and conferences with the applicable taxing authority in respect of such claim and may, at its sole discretion, pay the tax claimed to the appropriate taxing authority on behalf of Executive and direct Executive to sue for a refund or to contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction, and in one or more appellate courts, as the Company shall determine; provided, however, that, if the Company pays such claim and directs Executive to sue for a refund, the Company shall indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such payment or with respect to any imputed income in connection with such payment; and provided, further, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to a Gross-Up Payment payable hereunder, and Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

4. Refunds. If, after the receipt by Executive of a Gross-Up Payment or payment by the Company of an amount on Executive's behalf in connection with a claim pursuant to Section 3 above, Executive becomes entitled to receive any refund with respect to the Excise Tax to which such Gross-Up Payment relates or with respect to such claim, Executive shall (subject to the Company's complying with the requirements of Section 3 above, if applicable) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after payment by the Company of an amount on Executive's behalf pursuant to Section 3 above, a determination is made that Executive shall not be entitled to any refund with respect to such claim and the Company does not notify Executive in writing

of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then the amount of such payment shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

5. Payment of the Gross-Up Payment. Any Gross-Up Payment, as determined pursuant to this Appendix I, shall be paid by the Company to Executive within ten (10) days of the receipt of the 280G Firm's determination that such a Gross-Up Payment is required; provided that the Gross-Up Payment shall in all events be paid no later than the end of Executive's taxable year next following Executive's taxable year in which the Excise Tax (and any income or other related taxes or interest or penalties thereon) on a Payment is remitted to the Internal Revenue Service or any other applicable taxing authority or, in the case of amounts relating to a claim described in Section 3 above that does not result in the remittance of any federal, state, local, and foreign income, excise, social security, and other taxes, the calendar year in which the claim is finally settled or otherwise resolved. Notwithstanding any other provision of this Agreement, the Company may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of Executive, all or any portion of any Gross-Up Payment, and Executive hereby consents to such withholding.

6. Certain Definitions. The following terms shall have the following meanings for purposes of this Agreement:

    a. "***Excise Tax***" shall mean the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

    b. "***Payment***" shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable pursuant to the Plan or this Agreement or otherwise.

Exhibit 10.24

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "***Agreement***") is entered into as of January 19, 2024, by and between Zeno Management, Inc., a Delaware corporation (the "***Company***") and a wholly owned subsidiary of Zentalis Pharmaceuticals, Inc. (the "***Parent***"), and Diana Hausman, M.D. ("***Executive***"), and shall be effective as of the date of Executive's commencement of 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 Parent.

(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, material violation of any Company policy 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-competition, non-solicitation 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;

(iv) Executive's willful or repeated failure to substantially perform assigned duties;

(iv) any act of fraud, embezzlement, 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;

(vi) Executive's failure to maintain any license, registration, certification or similar authorization required by the Company or under appliable law to perform the duties of Executive's position; or

(vii) Executive's failure to timely follow the lawful direction of the Company's Chief Executive Officer or the Board.

Provided, however, that prior to the determination that "Cause" under clauses (i), (iii), (iv),(v), (vi), or (vii) 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, and (B) afford Executive ten (10) days opportunity to remedy any such breach, unless the Company determines it is not remediable or not remediable in a timely fashion.

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 material reduction in Executive's authority, duties or responsibilities that represents a substantial reduction in her position or responsibilities as in effect immediately prior thereto, 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; provided, however, that a change in Executive's reporting relationship (including the level of corporate officer to whom Executive reports) shall not be deemed a "material reduction";

(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 LTI Award (as defined below) and any such awards granted prior to the Effective Date.

2. Services to Be Rendered.

(a) Resignation from Board Service. Effective as of the Effective Date, Executive resigns her position as a member of the Board.

(b) Duties and Responsibilities. Executive shall serve as Chief Medical Officer of the Company. In the performance of such duties, Executive shall report directly to, and shall be subject to the direction of, the Chief Executive Officer of the Company (the "***Supervising Officer***"), and to such limits upon Executive's authority as the Supervising Officer may from time to time impose. In the event of the Supervising Officer's unavailability or incapacity, Executive shall report directly to the Board. 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 or the Supervising Officer. Executive shall be employed by the Company on a full-time basis. Executive shall work remotely from Executive's home office. Executive will also be expected to travel to the Company's locations as needed in connection with her duties, provided that the expenses incurred by Executive related to such travel shall be reimbursed by the Company in accordance with Section 3(d). 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.

(c) 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; or (ii) managing personal, family and other investments; provided that such activities do not interfere with her duties to the Company, as determined in good faith by the Supervising Officer or the Board. The Company acknowledges (a) Executive's third party consulting work as set forth on Exhibit A, and (b) Executive's existing board position with Immuneering Corporation, both of which Executive is entitled to maintain during her employment with the Company, provided that it complies with the requirements of this paragraph.

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 $530,000 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 forty-five percent (45%) 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 2024 shall not be prorated to reflect the portion of the year that elapses following the Effective Date.

(c) Sign-On Bonus. The Company will pay Executive a $75,000 sign-on bonus (the "***Sign-On Bonus***") on the first regularly scheduled payroll date following the Effective Date.

(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.

(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 executives; provided, however, that Executive shall be entitled to a minimum of twenty (20) days of PTO per year.

(g) Initial Equity Award. Subject to the approval of the Board or the Compensation Committee of the Board, on the first trading day of the month following the Effective Date, or if the Effective Date is itself the first trading of a month, on the Effective Date, Executive will be granted an initial long-term incentive award (the "***LTI Award***") covering a total of 675,000 shares of common stock of Parent. The LTI Award will consist of (i) an award of restricted stock units ("***RSUs***") covering 337,500 shares of common stock of Parent, and (ii) an option (the "***Options***") to purchase 337,500 shares of

common stock of Parent, which Options will have an exercise price equal to the fair market value of Parent's common stock on the date of grant. The LTI Award will be subject to the terms and conditions of the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan (as may be amended and/or restated from time to time), pursuant to which they will be granted, and Executive's award agreements. The Options shall vest in equal monthly installments over four (4) years from the Effective Date. The RSUs shall vest over a four (4) year vesting schedule, with twenty-five percent (25%) of the RSUs vesting on each of the first four anniversaries of the Effective 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 executives 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.

(i) Certain Payments by the Company. Executive is entitled to receive certain cash payments intended to gross-up Executive for certain taxes, under the circumstances set forth in, and subject to the terms and conditions of, Appendix I hereto.

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) twelve (12), 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 elapsed 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 twelve (12) 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; and

(v) In addition to the benefits in clauses (i), (ii) and (iv) above, (A) in the event of Executive's Involuntary Termination within eighteen (18) months following a Change in Control, the Target Bonus payable pursuant to clause (iii) shall not be subject to proration, 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 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 or on behalf of the Parent, the Company or affiliates of the Parent or 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***"). 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 his or 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. Subject to Section 5(i) below, 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. Notwithstanding the foregoing, nothing herein shall restrict Executive from making truthful statements in response to a court order or lawful subpoena, to a governmental agency, or which by law cannot be subject to a nondisparagement covenant. Further, nothing herein shall prevent Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

(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 Penciling. 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; Other Protected Activity. Nothing herein shall be construed to prohibit Executive from (i) 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, the National Labor Relations Board or the U.S. Department of Justice or (ii) discussing or disclosing information about conduct, or the existence of a settlement involving conduct, that Executive reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, unlawful, or that is recognized as against a clear mandate of public policy, where the conduct occurred at the workplace, at work-related events coordinate by or through an employer, between employees, or between an employer and employee, whether on or off the employment premises. 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 senior executives.

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 Seattle, Washington, 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 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 such arbitrator's 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, including any offer letter between the Company and Executive. 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 Washington 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 Seattle, Washington, 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 Washington 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 Sections 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 is 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/ Kimberly Blackwell, M.D.
Name: Kimberly Blackwell, M.D.
Title: Chief Executive Officer

EXECUTIVE

/s/ Diana Hausman, M.D.
Diana Hausman, M.D.

EXHIBIT A

GENERAL RELEASE OF CLAIMS

[***]

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

APPENDIX I

CERTAIN PAYMENTS BY THE COMPANY

1. Gross-Up Payment. Notwithstanding any other provision to the contrary contained in the Agreement or in any other plan, arrangement or agreement to which Executive is a party or which is applicable to Executive, if it shall be determined that any Payment (as defined below) will be subject to the Excise Tax (as defined below), then Executive shall be entitled to receive an additional cash payment (the "***Gross-Up Payment***") from the Company (or its successor) equal to the sum of the Excise Tax payable by Executive plus an amount such that, after payment by Executive of all taxes (and any interest or penalties imposed with respect to such taxes), including without limitation, any federal, state or local income or employment taxes on the Gross-Up Payment and the Excise Tax imposed upon the Gross-Up Payment, but excluding any income or employment taxes imposed on the Payment itself, Executive retains an amount of the Gross-Up Payment such that Executive is in the same after-tax position as if the Excise Tax had not been imposed.

2. Determinations. Subject to the provisions of Section 3 below, all determinations required to be made under this Appendix I, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment, and the assumptions to be utilized in arriving at such determination, shall be made by an independent accounting firm or consulting group with nationally recognized standing and substantial expertise and experience in making such determinations retained by the Company prior to the occurrence of a Change in Control for purposes of making the determinations in this Appendix I (the "***280G Firm***"). The 280G Firm shall provide detailed supporting calculations to the Company and Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment or such earlier time as is requested by the Company. All fees and expenses of the 280G Firm shall be borne solely by the Company. Any determination by the 280G Firm shall be binding upon the Company and Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the 280G Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made in accordance with this Appendix I (the amount of such Gross-Up Payments not made, the "***Underpayment***"), consistent with the calculations required to be made hereunder. In the event the Company exhausts its remedies pursuant to Section 3 below and Executive is thereafter required by a taxing authority to make a payment of any Excise Tax as the result of an Underpayment, the 280G Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive.

4. Claims by Taxing Authority. Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment or that there has been an Underpayment. Such notification shall be given as soon as practicable, but no later than ten (10) business days after Executive is informed in writing of such claim. Executive shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. Executive shall not pay such claim prior to the expiration of the thirty (30)-day period following the date on which Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies Executive in writing prior to the expiration of such period that the Company desires to contest such claim, Executive shall:

a. give the Company any information reasonably requested by the Company relating to such claim;

b. take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;

c. cooperate with the Company in good faith in order to effectively contest such claim; and

d. permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including any attorney's fees and additional interest and penalties) incurred in connection with such contest, and shall indemnify and hold Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this Section 3, the Company shall control all proceedings taken in connection with such contest, and, at its sole discretion, may pursue or forgo any and all administrative appeals, proceedings, hearings, and conferences with the applicable taxing authority in respect of such claim and may, at its sole discretion, pay the tax claimed to the appropriate taxing authority on behalf of Executive and direct Executive to sue for a refund or to contest the claim in any permissible manner, and Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction, and in one or more appellate courts, as the Company shall determine; provided, however, that, if the Company pays such claim and directs Executive to sue for a refund, the Company shall indemnify and hold Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such payment or with respect to any imputed income in connection with such payment; and provided, further, that any extension of the statute of limitations relating to payment of taxes for the taxable year of Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to a Gross-Up Payment payable hereunder, and Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

5. Refunds. If, after the receipt by Executive of a Gross-Up Payment or payment by the Company of an amount on Executive's behalf in connection with a claim pursuant to Section 3 above, Executive becomes entitled to receive any refund with respect to the Excise Tax to which such Gross-Up Payment relates or with respect to such claim, Executive shall (subject to the Company's complying with the requirements of Section 3 above, if applicable) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after payment by the Company of an amount on Executive's behalf pursuant to Section 3 above, a determination is made that Executive shall not be entitled to any refund with respect to such claim and the Company does not notify Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then the amount of such payment shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

6. Payment of the Gross-Up Payment. Any Gross-Up Payment, as determined pursuant to this Appendix I, shall be paid by the Company to Executive within ten (10) days of the receipt of the 280G Firm's determination that such a Gross-Up Payment is required; provided that the Gross-Up Payment shall in all events be paid no later than the end of Executive's taxable year next following Executive's taxable year in which the Excise Tax (and any income or other related taxes or interest or penalties thereon) on a Payment is remitted to the Internal Revenue Service or any other applicable taxing authority or, in the case of amounts relating to a claim described in Section 3 above that does not result in the remittance of any federal, state, local, and foreign income, excise, social security, and other taxes, the calendar year in which the claim is finally settled or otherwise resolved. Notwithstanding any other provision of this Agreement, the Company may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of Executive, all or any portion of any Gross-Up Payment, and Executive hereby consents to such withholding.

7. Certain Definitions. The following terms shall have the following meanings for purposes of this Agreement:

a. "***Excise Tax***" shall mean the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

b. "***Payment***" shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable pursuant to this Agreement or otherwise.

Exhibit A

Consulting Work

[***]

[Exhibit A omitted in accordance with Item 601(a)(5) of Regulation S-K]

Exhibit 21.1

Subsidiaries of Zentalis Pharmaceuticals, Inc.

Legal Name of Subsidiary	Jurisdiction of Organization
Zeno Management, Inc.	Delaware
Zeno Pharmaceuticals, Inc.	Delaware
Zeno Alpha, Inc.	Delaware
K-Group Alpha, Inc.	Delaware
K-Group Beta, Inc.	Delaware
Zentalis Pharmaceuticals Australia Pty Ltd.	Australia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-3 No. 333-255769) of Zentalis Pharmaceuticals, Inc.,
(2) Registration Statement (Form S-8 No. 333-237593) pertaining to the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan,
(3) Registration Statement (Form S-8 No. 333-254506) pertaining to the Zentalis Pharmaceuticals, Inc. 2020 Employee Stock Purchase Plan, and
(4) Registration Statement (Form S-8 No. 333-266702) pertaining to the Zentalis Pharmaceuticals, Inc. 2020 Incentive Award Plan and the Zentalis Pharmaceuticals, Inc. 2022 Employment Inducement Incentive Award Plan;

of our reports dated February 27, 2024, with respect to the consolidated financial statements of Zentalis Pharmaceuticals, Inc., and the effectiveness of internal control over financial reporting of Zentalis Pharmaceuticals, Inc. included in this Annual Report (Form 10-K) of Zentalis Pharmaceuticals, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP
San Diego, California
February 27, 2024

Exhibit 31.1

CERTIFICATION

I, Kimberly Blackwell, M.D. certify that:

1. I have reviewed this Annual Report on Form 10-K of Zentalis Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2024

By: /s/ Kimberly Blackwell, M.D.
Kimberly Blackwell, M.D.
Chief Executive Officer
(principal executive officer)

Exhibit 31.2

CERTIFICATION

I, Melissa B. Epperly, certify that:

1. I have reviewed this Annual Report on Form 10-K of Zentalis Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2024

By: /s/ Melissa B. Epperly

Melissa B. Epperly

Chief Financial Officer

(*principal financial officer*)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Zentalis Pharmaceuticals, Inc. (the "Company") for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2024

By: /s/ Kimberly Blackwell, M.D.
Kimberly Blackwell, M.D.
Chief Executive Officer
(principal executive officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Zentalis Pharmaceuticals, Inc. (the "Company") for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2024

By: /s/ Melissa B. Epperly
Melissa B. Epperly
Chief Financial Officer
(*principal financial officer*)

ZENTALIS PHARMACEUTICALS, INC.

POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

The Board of Directors (the "***Board***") of Zentalis Pharmaceuticals, Inc. (the "***Company***") has adopted this Policy for Recovery of Erroneously Awarded Compensation (the "***Policy***"), effective as of October 2, 2023 (the "***Effective Date***"). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Officers of the Company.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is "received" shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is "received" when the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person's right to voluntarily terminate employment for "good reason," or due to a "constructive termination" (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Sarbanes-Oxley Act Section 304 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously

Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the "Committee" shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, stockholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

7. No Indemnification; No Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person's potential obligations under this Policy. None of the Company, an affiliate of the Company or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the "***Other Recovery Arrangements***"). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent

permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

10. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

11. Definitions

"***Applicable Rules***" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed.

"***Committee***" means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

"***Erroneously Awarded Compensation***" means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Financial Reporting Measure***" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock price and total stockholder return.

"***GAAP***" means United States generally accepted accounting principles.

"***IFRS***" means international financial reporting standards as adopted by the International Accounting Standards Board.

"***Impracticable***" means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company has (i) made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii)

provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

"***Incentive-Based Compensation***" means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the Company has a class of securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

"***Officer***" means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

"***Restatement***" means an accounting restatement to correct the Company's material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"***Three-Year Period***" means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The "Three-Year Period" also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.