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, 2024

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: 001-33277

MADRIGAL PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**04-3508648**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
Four Tower Bridge 200 Barr Harbor Drive, Suite 200 West Conshohocken, Pennsylvania	
(Address of Principal Executive Offices)	**19428 (Zip Code)**

Registrant's telephone number, including area code: (267) 824-2827

Former name, former address and former fiscal year, if changed since last report:

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 Par Value Per Share	**MDGL**	**The Nasdaq Stock Market LLC**

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

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

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

The aggregate market value of the voting stock held by non-affiliates of the registrant based upon the closing sale price of the registrant's common stock on June 30, 2024 (the last business day of the registrant's most recently completed second fiscal quarter), as reported on the Nasdaq Global Market, was approximately $5.1 billion. For purposes of this calculation, the registrant has assumed that all of its directors, executive officers, persons beneficially owning 10% or more of the registrant's outstanding common stock and certain other stockholders of the registrant may be considered to be affiliates. This assumption shall not be deemed conclusive as to affiliate status for this or any other purpose.

As of February 21, 2025, the registrant had 22,080,246 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information required by Part III, Items 10-14 of this Annual Report on Form 10-K is incorporated by reference to the registrant's definitive Proxy Statement for the 2025 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, provided that if such Proxy Statement is not filed within such period, such information will be included in an amendment to this Annual Report on Form 10-K to be filed within such 120-day period.

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Unless otherwise stated, all references to "us," "our," "we," "Madrigal," the "Company" and similar designations in this Annual Report on Form 10-K refer to Madrigal Pharmaceuticals, Inc. and its consolidated subsidiaries. Madrigal Pharmaceuticals, Rezdiffra™ and associated logos are trademarks of Madrigal Pharmaceuticals, Inc. Other brands, names and trademarks contained in this Annual Report on Form 10-K are the property of their respective owners.

Solely for convenience, the trademarks and trade names in this Annual Report on Form 10-K may be referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (this "Annual Report") for the fiscal year ended December 31, 2024 includes "forward-looking statements" made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, that are based on our beliefs and assumptions and on information currently available to us, but are subject to factors beyond our control. Forward-looking statements reflect management's current knowledge, assumptions, judgment and expectations regarding future performance or events; include all statements that are not historical facts and can be identified by terms such as "accelerate," "achieve," "may," "will," "should," "could," "would," "expects," "plans," "anticipates," "goal," "believes," "estimates," "positions," "predictive," "projects," "predicts," "intends," "potential," "continue," "seeks"and similar expressions and the negatives of those terms. In particular, forward-looking statements contained in or incorporated by reference to this Annual Report include statements related to, among other things, the following:

- our ability to successfully commercialize Rezdiffra, our only approved product, in the United States for the treatment of metabolic dysfunction-associated steatohepatitis ("MASH") with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis);
- our ability to obtain and maintain full approval for Rezdiffra from the U.S. Food and Drug Administration (the "FDA"), including our ability to successfully, or in a timely manner, report positive results from either of our outcomes trials, which is required for full approval for Rezdiffra;
- our ability to obtain and maintain regulatory approval to expand Rezdiffra's indication to a broader MASH patient population;
- the degree of market acceptance of Rezdiffra by physicians, patients, third-party payors and others in the healthcare community;
- our ability to obtain and maintain adequate reimbursement from government and third-party payors for Rezdiffra or acceptable prices for Rezdiffra;
- our ability to obtain, at all or in a timely manner, regulatory approvals for Rezdiffra in Europe;
- our ability to effectively scale our operations in Europe to successfully commercialize Rezdiffra, subject to European Commission ("EC") approval;
- our possible or assumed future business strategies and plans (including potential ex-U.S. commercial or partnering opportunities) and potential growth opportunities;
- competition in the market and our ability to adapt to our highly competitive environment;
- our ability to acquire or in-license new products, product candidates and technologies, or the potential clinical or commercial success of acquired products, product candidates or technology;
- safety or efficacy matters related to Rezdiffra or any other future product candidate;
- anticipated timing of receipt of data from our clinical trials and the public disclosure of such data;
- our potential achievement of primary and key secondary endpoints in our ongoing clinical trials;
- estimates of the number of potential patients with MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis) or physicians identified;
- Rezdiffra's potential sector leadership;
- our ability to establish and maintain an effective commercial organization, including sales and marketing representatives;
- our ability to attract and retain qualified personnel or to effectively manage our growth;
- our ability to successfully conduct our current or any future clinical trials necessary for regulatory approval and our ability to enroll or retain sufficient patients to conduct and complete the trials or generate data necessary for regulatory approval;
- the ability of third parties on which we rely to manufacture sufficient quantities of Rezdiffra or any other future product candidate for our commercial or clinical needs and their ability to comply with our agreements or applicable regulations;
- the timely distribution of our product;
- the regulation of the healthcare industry, including potential pricing reform, and our ability to comply with an evolving regulatory landscape;

- anticipated or estimated future results, including our future operating performance and financial position;
- estimates of our expenses and liquidity and our ability to raise additional capital as needed;
- our ability to achieve or maintain profitability;
- our ability to comply with the covenants included in our loan facility;
- our ability to delay certain research activities and related clinical expenses as necessary;
- general economic conditions in the United States, Europe and globally, including inflation, affecting us, our suppliers, third-party service providers and potential partners;
- our ability to adequately protect our intellectual property rights or prevent disclosure of our trade secrets and other proprietary information and costs associated with litigation or other proceedings related to such matters;
- our ability to comply with our obligations under such agreements related to Rezdiffra, including our license agreement with Hoffman-La-Roche ("Roche"); and
- the potential impact of cyber attacks and other security incidents on our operations or business.

We caution you that the foregoing list may not include all of the forward-looking statements made in this Annual Report. Although management presently believes that the expectations reflected in such forward-looking statements are reasonable, management cannot assure that such expectations will prove to be correct and you should be aware that actual results could differ materially from those contained in such forward-looking statements.

You should not place undue reliance on any such forward-looking statements, which speak only as of the date they are made. Any forward-looking statement is based on information current as of the date of this Annual Report on Form 10-K and speaks only as of the date on which such statement is made. Actual events or results may differ materially from the results, plans, intentions or expectations expressed or implied in these forward-looking statements as a result of a variety of factors, many of which are beyond our control. More information on factors that could cause actual results to differ materially from those anticipated is included from time to time in our reports filed with the U.S. Securities and Exchange Commission ("SEC"), including, but not limited to, those described in the section titled "Risk Factors" included in this Annual Report. Moreover, we operate in an evolving environment. New risks and uncertainties emerge from time to time and it is not possible for our management to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual future results to be materially different from those expressed or implied by any forward-looking statements. We disclaim any obligation, except as specifically required by law and the rules of the SEC, to publicly update or revise any such statements to reflect any change in our expectations or in events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in such forward-looking statements.

RISK FACTORS SUMMARY

The following is a summary of the principal risk factors that make an investment in our common stock speculative or risky. Before you invest in our securities, you should read the following summary together with the more detailed description of material risks described in the section titled "Risk Factors" in Part I, Item 1A of this Annual Report and the other information contained in this Annual Report.

- We are highly dependent on the success of our only approved product, Rezdiffra. If we are unable to successfully commercialize or maintain approval for Rezdiffra, our business, financial condition, results of operations, prospects and the value of our common stock will be materially adversely affected.
- We obtained regulatory approval of Rezdiffra in the United States through an accelerated approval process, and we are subject to certain post-marketing commitments.
- The commercial success of Rezdiffra will depend on market acceptance by physicians, patients, third-party payors and others in the healthcare community.
- If we are unable to successfully further develop and maintain internal commercialization capabilities, future sales of Rezdiffra may be negatively impacted.
- We may become subject to unfavorable pricing regulations or third-party coverage and reimbursement policies, which would harm our business.
- The pricing of pharmaceutical products has come under increasing scrutiny as part of a global trend toward healthcare cost containment. Resulting changes in healthcare law and policy, including recently enacted changes to Medicare, could have a material adverse effect on our business and financial condition.
- Rezdiffra remains subject to ongoing regulatory review, and if we fail to comply with continuing regulations, we could lose our approval and the sale of Rezdiffra could be suspended.
- Rezdiffra could develop unexpected safety or efficacy concerns, which would likely have a material adverse effect on us.
- We operate in a highly competitive and changing environment, and if we are unable to adapt to our environment, we may be unable to compete successfully.
- We may never obtain approval or commercialize Rezdiffra outside of the United States, which would limit our ability to realize its full market potential.
- Governments outside of the United States tend to impose strict price controls, which may adversely affect our revenues, if any.
- If the FDA or other applicable regulatory authorities approve generic products that compete with Rezdiffra, the sales of Rezdiffra would be adversely affected.
- We currently rely on a limited number of specialty pharmacies for distribution of Rezdiffra in the United States, and the loss of one or more of these specialty pharmacies or their failure to effectively distribute Rezdiffra would materially harm our business.
- If estimates of the size of the potential market for Rezdiffra is overstated or data we have used to identify physicians is inaccurate, our ability to earn revenue could be materially adversely affected.
- Product liability lawsuits brought against us could cause us to incur substantial liabilities and could limit commercialization of Rezdiffra or any future product candidates that we may develop.
- Pharmaceutical research and development is very expensive, time-consuming and difficult to design and implement and involves uncertain outcomes. Furthermore, the results of preclinical studies and earlier clinical trials are not always predictive of future results. Any product candidate that we advance into clinical trials may not have favorable results in later clinical trials or receive regulatory approval.
- If we fail to develop and commercialize other product candidates, we may be unable to grow our business.
- Interim, topline and preliminary data from our clinical trials that we announce or publish from time to time may change as more data become available, may be interpreted differently if additional data are disclosed and are subject to audit and verification procedures that could result in material changes in the final data.
- If clinical trials or regulatory approval processes are prolonged, delayed or suspended, we may be unable to advance the development of or commercialize our product candidates on a timely basis, which would require us to incur additional costs and delay our receipt of any revenue from potential product sales.

- If we fail to comply with foreign regulatory requirements governing human clinical trials and marketing approval for drugs, we could be prevented from selling our drug candidates in foreign markets.
- We depend on enrollment of patients in our clinical trials. If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.
- We are dependent on retaining and attracting key personnel, the loss of whose services could materially adversely affect our business, financial condition, results of operations, prospects and the value of our common stock.
- We expect to continue to expand our development and commercialization capabilities, and as a result, we may encounter challenges in managing our growth, which could disrupt our operations.
- Any strategic transactions we enter into may not be clinically or commercially successful and may require financing or a significant amount of cash, which could adversely affect our business.
- A failure of our information technology infrastructure and cybersecurity threats may adversely affect our business and operations.
- If the third parties on which we rely for the conduct of our clinical trials and results do not perform our clinical trial activities in accordance with good clinical practices and related regulatory requirements, we may be unable to obtain regulatory approval for or commercialize our product candidates.
- Adverse consequences to our business could result if our manufacturing partners fail to comply with applicable regulations or our agreements or fail to maintain required approvals.
- We have a history of operating losses, expect to incur operating losses in the future and may never achieve or maintain profitability.
- We may need to raise additional capital to fund our operations, but we may not be able to access capital.
- Our Loan and Security Agreement with Hercules Capital, Inc. contains restrictive and financial covenants that may limit our operating flexibility.
- Government healthcare reform could materially increase our costs, which could materially adversely affect our business, financial condition, results of operations, prospects and the value of our common stock.
- If we fail to comply with our reporting and payment obligations under the Medicaid Drug Rebate program or other governmental pricing programs, we could be subject to additional rebate requirements, penalties or other sanctions.
- If we are found to be in violation of federal or state “fraud and abuse” laws, we may be required to pay a penalty or may be suspended from participation in federal or state healthcare programs.
- Our rights to develop and commercialize our product candidates are subject in part to the terms and conditions of a license to resmetirom granted to us by Roche.
- Our success depends on our ability to protect our intellectual property and our proprietary technologies.
- The price of our common stock has been, and may continue to be, volatile.

PART I

Item 1. Business

Executive Overview

We are a biopharmaceutical company focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis ("MASH"), a serious liver disease with high unmet medical need that can lead to cirrhosis, liver failure and premature mortality. MASH was previously known as nonalcoholic steatohepatitis ("NASH"). In 2023, global liver disease medical societies and patient groups came together to rename the disease, with the goal of establishing an affirmative, non-stigmatizing name and diagnosis. The U.S. Food and Drug Administration (the "FDA") considers the term NASH interchangeable with MASH. MASH is expected to become the leading cause of liver transplantation in the United States and is already the leading cause of liver transplantation among women in the United States. Our medication, Rezdiffra (resmetirom), is a once-daily, oral, liver-directed thyroid hormone receptor ("THR-β") agonist designed to target key underlying causes of MASH. In March 2024, Rezdiffra became the first and only therapy approved by the FDA for patients with MASH and was commercially available in the United States beginning in April 2024. Rezdiffra is indicated in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis).

The FDA's accelerated approval and Rezdiffra's approved prescribing information was supported by 52-week data from our Phase 3 MAESTRO-NASH trial in which both 100 mg and 80 mg doses of Rezdiffra demonstrated statistically significant improvement compared to placebo on (i) MASH resolution with no worsening of fibrosis and (ii) an improvement in fibrosis by at least one stage with no worsening of the nonalcoholic fatty liver disease ("NAFLD") activity score. As part of the post-marketing commitments agreed to with the FDA, MAESTRO-NASH remains ongoing as an outcomes trial where we are generating confirmatory outcomes data to 54-months that, if positive, is expected to verify a clinical benefit and support the full approval of Rezdiffra in noncirrhotic MASH. In addition, full approval in noncirrhotic MASH could also be based on results from our Phase 3 MAESTRO-NASH OUTCOMES trial. In this trial, we are assessing progression to liver decompensation events in patients with compensated MASH cirrhosis treated with Rezdiffra versus placebo. A positive outcome in this trial is also expected to support the full approval of Rezdiffra for noncirrhotic MASH, and expand the eligible patient population for Rezdiffra with an additional indication in patients with compensated MASH cirrhosis.

2024 Highlights

We experienced a transformational year in 2024, highlighted by the following key events:

- In March 2024, we announced that the FDA granted accelerated approval of Rezdiffra in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). The FDA approved 60 mg, 80 mg and 100 mg doses. Rezdiffra became commercially available in April 2024 as the first and only approved therapy for MASH.
- In March 2024, we announced that our marketing authorization application ("MA") for resmetirom for the treatment of MASH with liver fibrosis was validated and is under evaluation with the European Medicines Agency's ("EMA") Committee for Medicinal Products for Human Use ("CHMP"). The CHMP opinion and subsequent decision regarding the Conditional Marketing Authorization by the European Commission ("EC") in the European Union ("EU") is expected in mid-2025. Pending regulatory approval, we expect to launch Rezdiffra in Europe on a country-by-country basis commencing with Germany in the second half of 2025.
- Following FDA approval, we raised $659.9 million in net proceeds from an underwritten public offering. We intend to use the net proceeds from this offering for our commercial activities in connection with the launch of Rezdiffra in the United States and general corporate purposes, including, without limitation, research and development expenditures, ongoing clinical trial expenditures, manufacture and supply of drug substance and drug products, ex-U.S. commercialization or potential partnering opportunities, potential acquisitions or licensing of new technologies, capital expenditures and working capital.
- In June 2024, we announced new data from the Phase 3 MAESTRO-NASH trial of Rezdiffra presented at the European Association for the Study of the Liver (the "EASL") Congress. During the congress,

the EASL updated their practice guidelines to recommend Rezdiffra as a first-line therapy for MASH, subject to regulatory approval in Europe.

- In September 2024, we announced the publication of health-related quality of life results from the Phase 3 MAESTRO-NASH trial of Rezdiffra. Patients treated with Rezdiffra experienced clinically meaningful and statistically significant improvements in emotional well-being and health distress. The results were published in the journal *Hepatology*.
- In October 2024, the American Association for the Study of Liver Diseases ("AASLD"), a leading organization of scientists and health care professionals committed to preventing and curing liver disease, updated their practice guidance to recommend Rezdiffra as a first-line therapy for MASH and implement recommendations regarding its use for practicing clinicians.
- In October 2024, we announced that we completed enrollment in the MAESTRO-NASH OUTCOMES trial evaluating Rezdiffra for the treatment of 845 patients with compensated MASH cirrhosis. This event-driven trial is expected to deliver results in 2027. Positive results from this trial could position Rezdiffra as the only treatment for F2 to F4 MASH and the only therapy with outcomes data this decade.
- In November 2024, we presented 11 Rezdiffra and health economics research abstracts at the AASLD Liver Meeting.

Our Strategy

The critical components of our business strategy include the following:

Successfully execute on a first-in-disease launch. Rezdiffra became the first FDA-approved therapy for the treatment of MASH in March 2024 and was commercially available beginning in April 2024. We have established a full capability commercial organization, including marketing, sales and market access expertise, to support the launch of Rezdiffra in the United States. We continue to execute our launch strategy by educating healthcare providers and patients on the risks of MASH and the potential clinical benefits and appropriate use of Rezdiffra. We are also supporting the creation of care pathways for patients at physician offices, driving breadth and depth of Rezdiffra prescribers, engaging with payers to increase Rezdiffra coverage and supporting patient access to therapy. We believe Rezdiffra's product profile as a liver-directed, once-daily, generally well-tolerated oral therapy, as well as its first-to-market position, provide meaningful points of differentiation in the MASH competitive landscape.

Deepen our commitment to MASH. We intend to maximize the value of Rezdiffra by broadening its indication. We have fully enrolled our Phase 3 MAESTRO-NASH OUTCOMES trial evaluating Rezdiffra in patients with compensated MASH cirrhosis. A positive outcome from this trial is expected to support the full approval of Rezdiffra for noncirrhotic MASH and an additional indication for Rezdiffra in patients with compensated MASH cirrhosis. We will continue to evaluate opportunities to expand Rezdiffra's label and generate new data to maintain its leadership position in the MASH treatment landscape.

Drive future growth through geographic expansion. Rezdiffra is currently under evaluation with the CHMP and has the potential to become the first therapy for patients with MASH with liver fibrosis to receive approval in Europe. The CHMP opinion and the subsequent decision regarding the Conditional Marketing Authorization by the EC in the EU are expected in mid-2025. Pending regulatory approval, we expect to directly launch Rezdiffra in Europe on a country-by-country basis, expected to commence with Germany in the second half of 2025. In anticipation of a favorable regulatory decision, we have begun establishing commercial capabilities in Europe. In addition, we may evaluate potential partnership or out-license opportunities to develop and commercialize Rezdiffra in markets outside of the United States and Europe.

Acquire rights to drug development candidates, commercial products and technologies. We plan to selectively in-license or acquire rights to programs at all stages of development and commercial products to take advantage of our drug development and commercial capabilities. With a goal of building a well-balanced and diversified portfolio, we assess a variety of factors for potential product candidates and technologies. Our criteria for possible acquisition or in-licensing opportunities include the rationale for addressing the targeted disease, likelihood of regulatory approval, commercial viability, intellectual property protection, prospects for favorable pricing and reimbursement and competition. We intend to be opportunistic in our business development activities to achieve our long-term strategic goals.

Rezdiffra for Patients with MASH

Rezdiffra is our first and only approved product. Rezdiffra received accelerated approval on March 14, 2024 in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver

fibrosis (consistent with stages F2 to F3 fibrosis). Rezdiffra is a once-daily, oral, liver-directed THR-β agonist designed to target key underlying causes of MASH.

U.S. Marketing Approval of Rezdiffra

Rezdiffra was granted Breakthrough Therapy designation in April 2023, and we completed the submission of our New Drug Application ("NDA") to the FDA in July 2023 pursuant to Section 506(c) of the Federal Food, Drug and Cosmetic Act and 21 C.F.R. Part 314 Subpart H (Accelerated Approval of New Drugs for Serious or Life-Threatening Illnesses) (Subpart H). Accelerated approval allows drugs that (i) are being developed to treat a serious or life-threatening disease or condition and (ii) provide a meaningful therapeutic benefit over existing treatments to be approved substantially based on an intermediate endpoint or a surrogate endpoint that is reasonably likely to predict clinical benefit, rather than a clinical endpoint such as survival or irreversible morbidity. The FDA granted our request for priority review of our NDA and assigned a Prescription Drug User Fee Act ("PDUFA") date of March 14, 2024. On the PDUFA date, the FDA granted accelerated approval for Rezdiffra. The FDA's accelerated approval and Rezdiffra's approved prescribing information were supported by results from our Phase 3 MAESTRO-NASH trial and additional safety data from the Phase 3 MAESTRO-NAFLD-1 and MAESTRO-NAFLD-OLE extensions trials, each of which was 52-weeks in duration. Following 52 weeks of treatment in the MAESTRO-NASH trial, both 100 mg and 80 mg doses of Rezdiffra demonstrated statistically significant improvement compared to placebo on two primary endpoints: MASH resolution (including a reduction in the NAFLD activity score by ≥ 2 points) with no worsening of fibrosis, and an improvement in fibrosis by at least one stage with no worsening of the NAFLD activity score. See the section titled "—Clinical Trial Overview" in this Annual Report for additional information on our clinical trials for Rezdiffra.

In connection with the FDA's accelerated approval, we have agreed to certain post-marketing commitments, including completing our MAESTRO-NASH trial to demonstrate a clinical benefit of Rezdiffra on composite endpoints. Patients enrolled in the MAESTRO-NASH trial have continued on therapy after the initial 52-week treatment period for up to 54 months to accrue and measure hepatic clinical outcome events, including progression to cirrhosis on biopsy and hepatic decompensation events, as well as all-cause mortality. Positive confirmatory outcomes data from this trial is expected to verify a clinical benefit and support the full approval of Rezdiffra in noncirrhotic MASH. Separate from our commitment to complete the MAESTRO-NASH trial, we have fully enrolled our Phase 3 MAESTRO-NASH OUTCOMES trial, which is a double-blind, randomized, placebo-controlled trial that noninvasively measures progression to liver decompensation events in patients with compensated MASH cirrhosis. The primary endpoint of MAESTRO-NASH OUTCOMES is the incidence of composite liver-related outcome events. Key inclusion criteria are well-compensated MASH cirrhosis (Child-Pugh A) and presence of three metabolic risk factors (metabolic syndrome). Patients are randomized 3:1 in a blinded manner to receive 80 mg resmetirom or matching placebo, given orally once daily. We expect results from the OUTCOMES trial in 2027. Positive data from our MAESTRO-NASH OUTCOMES trial may also support the full approval of Rezdiffra in noncirrhotic MASH and support approval for patients with compensated cirrhosis, expanding the eligible patient population.

Market Opportunity for Rezdiffra in MASH

Disease Overview

MASH is a more advanced form of metabolic dysfunction-associated steatotic liver disease ("MASLD"). MASLD has become the most common liver disease in the United States and other developed countries and is characterized by an accumulation of fat in the liver with no other apparent causes. MASH can progress to cirrhosis or liver failure, can require liver transplantation and can also result in liver cancer. Patients with MASH, especially those with more advanced metabolic risk factors (hypertension, concomitant type 2 diabetes), are at increased risk for adverse cardiovascular events and increased morbidity and mortality. In addition, MASH patients with moderate to advanced fibrosis (consistent with fibrosis stages F2 and F3) have a 10- to 17-times higher risk of liver-related mortality.

In addition to the accumulation of fat in the liver, MASH is characterized by inflammation and cellular damage with or without fibrosis, which may ultimately progress to cirrhosis. Within MASH cirrhosis, patients can be categorized as being compensated or decompensated. MASH with compensated cirrhosis is characterized by liver scarring or damage that reduces the ability to process blood supplied to the liver, though patients generally remain asymptomatic with normal liver function. MASH patients with compensated cirrhosis are on the cusp of negative consequences associated with end-stage liver disease including decompensation, esophageal varices, ascites, hepatic encephalopathy, liver cancer and liver failure.

Progression to cirrhosis and other late-stage complications can occur within five to ten years after an initial MASH diagnosis. MASH patients with type-2 diabetes have a heightened risk of MASH disease progression. Once the disease advances beyond MASH to such life-threatening conditions as liver cancer or liver failure, liver transplantation is the only treatment alternative. MASH is the leading cause of liver transplants for women in the United States and is expected to become the leading cause of liver transplants overall. With more advanced liver disease as a result of unaddressed MASH with fibrosis, the burden to the healthcare system in terms of healthcare resource utilization and cost increases, driven by hospitalization due to decompensated disease, treatment of hepatocellular carcinoma and liver transplants. Importantly, due to the limited availability of donor organs and the comorbidities associated with MASH,

patients with MASH who are put on the transplant list are at much lower odds of actually getting transplanted relative to those with liver disease driven by other causes. As such, Rezdiffra addresses a significant unmet medical need for patients with MASH.

Commercial Strategy

We launched Rezdiffra in the United States in April 2024. Prior to receiving FDA approval, we conducted quantitative and qualitative market research studies and secondary data analytics to inform the commercial strategy for Rezdiffra. These studies and analytics evaluated the size of the market opportunity for Rezdiffra as well as physician, patient and payer perspectives on unmet needs in MASH patient care and the Rezdiffra product profile.

Based on published epidemiology data and an analysis of medical claims using ICD-10 disease diagnosis codes, we estimate that approximately 1.5 million patients have been diagnosed with MASH in the United States, of which approximately 525,000 have MASH with moderate to advanced fibrosis. We estimate that approximately 315,000 diagnosed patients with MASH with moderate to advanced fibrosis are under the care of approximately 14,000 specialist prescribers which we are targeting during the commercial launch of Rezdiffra. Over time, as disease awareness improves and disease prevalence increases, we expect the number of identified MASH patients with moderate to advanced fibrosis eligible for treatment to grow.

Given that Rezdiffra is a first-in-disease launch, we continue to focus our efforts on educating healthcare providers and patients on the risks of MASH and the potential clinical benefits and appropriate use of Rezdiffra. We are also supporting the creation of care pathways for patients at physician offices, driving breadth and depth of Rezdiffra prescribers, engaging with payers to increase Rezdiffra coverage and supporting patient access to therapy.

We also expect to directly commercialize resmetirom in Europe if we receive a positive CHMP opinion and the subsequent grant of Conditional Marketing Authorization by the EC in the EU. A regulatory decision in the EU is expected in mid-year 2025. The prevalence rate of MASH in Europe is similar to that of the United States. In the event of a positive decision, we expect to launch Rezdiffra in Europe on a country-by-country basis, commencing with Germany in the second half of 2025. To support our planned launch in Europe, we have hired a Head of International and other individuals to serve in a number of other key leadership positions, established our European headquarters in Switzerland and engaged a manufacturer for the primary supply of our commercial product in Europe. We also intend to employ European sales and marketing personnel on a country-by-country basis.

Clinical Trial Overview

Set forth below is a summary of our clinical trial programs for Rezdiffra:

- The pivotal MAESTRO-NASH (moderate to advanced fibrosis) trial evaluated daily oral doses of resmetirom at 80 mg and 100 mg doses. The primary 52-week results of the MAESTRO-NASH trial supported the grant of accelerated approval by the FDA and were published in the *New England Journal of Medicine* in February 2024. This trial remains ongoing as part of our post-marketing commitments to the FDA. The 54-month outcomes portion of the trial is designed to generate confirmatory data that, if positive, is expected to verify a clinical benefit and support the full approval of Rezdiffra in noncirrhotic MASH.
- The MAESTRO-NAFLD-1 (Safety) trial was a 52-week trial that noninvasively evaluated the safety and tolerability of resmetirom and provided a larger safety database to support regulatory benefit-risk assessment. The primary results from the MAESTRO-NAFLD-1 trial were published in *Nature Medicine* in October 2023. MAESTRO-NAFLD-OLE, an open-label active treatment extension of MAESTRO-NAFLD-1, is ongoing to collect additional data in patients with noncirrhotic MASH and patients with compensated MASH cirrhosis.
- MAESTRO-NASH OUTCOMES (Compensated Cirrhosis) is ongoing to evaluate progression to liver decompensation events in patients with compensated MASH cirrhosis treated with resmetirom versus placebo. A positive outcome is expected to support the full approval of Rezdiffra for noncirrhotic MASH and expand the eligible patient population for Rezdiffra with an additional indication in patients with compensated MASH cirrhosis. This event-driven trial is expected to deliver results in 2027.

MAESTRO-NASH Trial

In December 2022, we announced topline results from the pivotal Phase 3 MAESTRO-NASH biopsy trial of resmetirom and the primary results were published in the *New England Journal of Medicine* in February 2024. Resmetirom achieved both primary endpoints with both daily oral doses, 80 mg and 100 mg, relative to placebo.

Patients meeting eligibility requirements for MAESTRO-NASH were randomized 1:1:1 to receive resmetirom 80 mg, resmetirom 100 mg or placebo taken orally once daily. Baseline liver biopsy fibrosis scores included F3 (~60%), F2 (~35%), F1B (~5%) (primary analysis population) with 84% with nonalcoholic fatty liver disease activity score ("NAS") of ≥5.

A second biopsy was conducted after 52 weeks of treatment for assessment of the dual primary endpoints. The primary efficacy analysis assessed histological response at 52 weeks in 955 patients with biopsy-confirmed MASH with significant fibrosis (modified intent-to-treat (mITT) population) that excluded 11 intent-to-treat patients who had their Week 52 biopsy after Week 60 due to COVID-related reasons per regulatory guidelines. Patients without a second biopsy due to early trial discontinuation or missing liver biopsy (approximately 17% across treatment arms) were included and considered as non-responders in the primary efficacy analyses (mITT). The compliance to treatment was high and minimally impacted by COVID-19 pandemic restrictions.

Dual Primary Endpoints (52 Weeks) and Key Secondary Endpoint (24 weeks)

Primary Endpoint	**Resmetirom 80 mg (n=316)**	**p-value**	**Resmetirom 100 mg (n=321)**	**p-value**	**Placebo (n=318)**
MASH resolution (ballooning 0, inflammation 0,1 with ≥2-point reduction in NAS) and no worsening of fibrosis	25.9	<0.001	29.9	<0.001	
≥1-stage improvement in fibrosis with no worsening of NAS	24.2	<0.001	25.9	<0.001	
Key Secondary Endpoint					
LDL-C lowering (24 weeks)	-13.6	<0.001	-16.3	<0.001	

All biopsies were read independently by two central pathologists. Each pathologist's scores showed a similar statistically significant magnitude of response at both doses for both liver biopsy endpoints. Biopsy endpoints were achieved independent of baseline fibrosis stage or diabetes status, including similar statistical significance and magnitude of effect at both doses in subgroups of F2, F3 and F2/F3 patients. Other secondary liver biopsy endpoints that were achieved at both doses include ≥2 point reduction in NAS with no worsening of fibrosis, ≥2 point reduction in NAS with ≥1-stage improvement in fibrosis, MASH resolution (with ≥2 point reduction in NAS) with ≥1-stage improvement in fibrosis and a 2-stage reduction in fibrosis without worsening of NAS.

Multiple secondary endpoints were achieved, including statistically significant reduction from baseline in liver enzymes (Alanine aminotransferase ("ALT"), aspartate aminotransferase ("AST") and gamma-glutamyl transferase ("GGT")). Reductions in atherogenic lipids and lipoproteins, fibrosis biomarkers and imaging tests (magnetic resonance imaging proton density fat-fraction ("MRI-PDFF"), controlled attenuation parameter ("CAP") and liver stiffness measures) were observed in resmetirom treatment arms as compared with placebo. MAESTRO-NASH included many biomarker and imaging assessments that may be used in real world clinical practice to identify appropriate patients for treatment and monitor response to resmetirom.

Safety

The frequency of serious adverse events (SAEs) was similar across treatment arms in the MAESTRO-NASH trial: 11%, 13% and 12% for the 80 mg, 100 mg and placebo groups, respectively. The rate of trial discontinuation for adverse events over the entire treatment period was low: 2.8%, 7.7% and 3.4 % for the 80 mg, 100 mg and placebo groups, respectively. SAEs occurred at expected rates based on the patient population.

Consistent with previous Phase 2 and Phase 3 data, the most common adverse events ("AEs") reported with greater frequency in the resmetirom groups versus placebo were an excess of generally mild and transient diarrhea at the beginning of therapy, in 27%, 33% and 16% of subjects in the 80 mg, 100 mg and placebo groups, respectively, and generally mild nausea that occurred at rates of 22%, 19% and 13% of subjects in the 80 mg, 100 mg and placebo groups, respectively. Approximately 50% of the diarrhea AEs were described as "worsening of preexisting diarrhea" or "intermittent/loose stool(s)"; no episodes of severe diarrhea were reported. The median duration of diarrhea was approximately 15to 20 days, independent of resmetirom dose.

Trial data indicated resmetirom treatment had no effect on heart rate or body weight and was not associated with arrhythmias. Blood pressure appeared slightly reduced among resmetirom-treated patients. Sex hormones were unchanged from baseline. Independent of thyroxine replacement status, resmetirom treatment reduced prohormone T4, as reflected by free thyroxine (FT4), by approximately 16% to 19% with no effect on thyroid-stimulating hormone (TSH) or the active thyroid hormone, free triiodothyronine (FT3). Relative to placebo, resmetirom treated patients did not show increases in fractures or fracture risk scores.

MAESTRO-NASH is an ongoing blinded Phase 3 clinical trial, and enrolled patients continue on therapy after the Week 52 liver biopsy for up to a total of 54 months to accrue and measure hepatic clinical outcome events, including progression to cirrhosis on biopsy and hepatic decompensation events, as well as all-cause mortality. The outcomes portion of the MAESTRO-NASH trial is designed to generate confirmatory data that, if positive, is expected to verify a clinical benefit and support the full approval of Rezdiffra in noncirrhotic MASH.

MAESTRO-NAFLD-1 Trial

In January 2022, we announced topline results from the Phase 3 MAESTRO-NAFLD-1 safety trial of resmetirom. The MAESTRO-NAFLD-1 trial was published in *Nature Medicine* in November 2023. We reported that resmetirom demonstrated statistical significance for primary and key secondary endpoints summarized below from the double-blind placebo-controlled 969-patient portion of the trial. These endpoints indicated that resmetirom (1) was well-tolerated at 80 and 100 mg in patients treated for 52 weeks, (2) provided significant and clinically relevant reductions in liver fat as measured by MRI-PDFF and (3) significantly reduced atherogenic lipids, including low-density lipoprotein cholesterol ("LDLc"), apolipoprotein B and triglycerides.

A total of 972 patients were randomized in the double-blind arms of the MAESTRO-NAFLD-1 trial: 969 patients were included in the safety population and 943 patients were included in a modified ITT population for evaluation of key secondary and other endpoints. Important inclusion criteria included the presence of three risk factors of metabolic syndrome, a level of liver fibrosis (measured by FibroScan) consistent with a range of stages of liver fibrosis and >=8% liver fat (measured by MRI-PDFF).

AEs observed in the MAESTRO-NAFLD-1 trial were generally mild to moderate in severity. The frequency of SAEs was similar across treatment arms and discontinuation for AEs was low.

Consistent with published data, the most common AE reported with greater frequency in the resmetirom groups as compared to the placebo was generally mild diarrhea or increased stool frequency at the beginning of therapy, which occurred in 9% and approximately 17% over the placebo rate in the 80 mg and 100 mg dose groups, respectively.

The following hierarchically-controlled key secondary endpoints were reported for both the 80 mg and 100 mg resmetirom dose groups. Resmetirom provided significant reductions in liver fat as measured by MRI-PDFF and reduced atherogenic lipids, including LDLc, apolipoprotein B and triglycerides. Open-label arm data is reported in the far-left column below and double-blind arm data are reported in the remaining columns below. Although both arms were randomized in MAESTRO-NAFLD-1, lipid reductions were numerically greater in the 100 mg open label treatment arm compared to the 100 mg double-blind arm, and we believe this is due to greater visit and dose interruptions experienced by open-label arm patients during the height of the COVID-19 pandemic, as patients in the open-label active 100 mg treatment arm were less impacted by COVID-related dose interruptions than double-blind patients.

	Resmetirom 100 mg OL	Resmetirom 80 mg	p-value	Resmetirom 100 mg	p-value	Placebo
LDLc %CFB (SE) (Week 24)	-21 (1.9)	-12.7 (2.1)	<.0001	-14.4 (2.1)	<.0001	-1.7 (
ApoB %CFB (SE) (Week 24)	-22 (1.5)	-14.6 (1.5)	<.0001	-16.6 (1.6)	<.0001	-0.1 (
MRI-PDFF %CFB (Week 16)	-49 %	-41 %	<.0001	-48 %	<.0001	-
Liver volume PDFF correction %CFB	-60 %					
MRI-PDFF %CFB (Week 52)	-53 %	-43 %	<.0001	-48 %	<.0001	-
Liver volume PDFF correction %CFB	-61 %					
Triglycerides baseline >150 mg/dL, CFB (SE)	-65 (8.3)	-55.6 (8.6)	NA	-59 (6.5)	NA	-6.9 (1
Triglycerides baseline >150 mg/dL (geomean) %CFB (95% CI)	-25 (3.1)	-19.5 (-27.0 to -11.1)	=.0005	-21.5 (-28.0 to -14.3)	<.0001	-2.1 (-10.6 to

LDLc (low-density lipoprotein cholesterol); CFB (change from baseline); SE (standard error); APoB (Apolipoprotein B); MRI-PDFF (magnetic resonance imaging proton density fat-fraction); PDFF (proton density fat-fraction); CI (confidence interval); OL (open label non-cirrhotic arm randomized concurrently with double-blind arms)

The MAESTRO-NAFLD-1 trial also included an open label active treatment arm with 180 patients with compensated MASH cirrhosis. Data following 52 weeks of treatment with 80 or 100 mg of resmetirom daily showed improved liver chemistry tests, a reduction in vibration-controlled transient elastography ("VCTE") in a responder analysis and a statistically significant reduction in liver volume by an average of approximately 20%. In addition, following two years of treatment with Rezdiffra, 101 patients from this cohort achieved a mean 6.7 kPa (kilopascals) reduction in liver stiffness, and 51% of patients achieved a ≥25% reduction in liver stiffness, each as measured by VCTE. These data from this open label active treatment arm continue to support the rationale for our MAESTRO-NASH OUTCOMES trial evaluating Rezdiffra in patients with compensated MASH cirrhosis.

MAESTRO-NASH OUTCOMES Trial

In October 2024, we announced that we completed enrollment of MAESTRO-NASH OUTCOMES, a Phase 3, double-blind, randomized, placebo-controlled trial that will noninvasively measure progression to liver decompensation events in 845 patients with compensated MASH cirrhosis, exceeding our initial enrollment target.

The primary endpoint of MAESTRO-NASH OUTCOMES is the incidence of composite liver-related outcome events, including all-cause mortality, liver transplant, hepatic decompensation (ascites, hepatic encephalopathy, gastroesophageal variceal hemorrhage) and confirmed increase of Model for End-Stage Liver Disease (MELD) score from <12 to ≥15 due to progression of MASH cirrhosis. Key inclusion criteria are well-compensated MASH cirrhosis (Child-Pugh A) and presence of three metabolic risk factors (metabolic syndrome). Patients will be randomized 3:1 in a blinded manner to receive 80 mg resmetirom or matching placebo, given orally once daily. We expect results from this event-driven trial in 2027.

A positive outcome is expected to support the full approval of Rezdiffra for noncirrhotic MASH, potentially accelerating the timeline to full approval. In addition, this trial has the potential to support approval of an additional indication for Rezdiffra in patients with compensated MASH cirrhosis.

Collaborations

VIA Pharmaceuticals, Inc. (“VIA”) entered into a research, development and commercialization agreement (the “Roche Agreement”) with Hoffmann-La Roche (“Roche”), on December 18, 2008. We subsequently assumed all of VIA’s rights in, to and under, and all of VIA’s obligations under, the Roche Agreement pursuant to an asset purchase agreement, dated September 14, 2011. Pursuant to the terms of the Roche Agreement, we, as successor-in-interest to VIA, assumed control of all development and commercialization of resmetirom and hold exclusive worldwide rights for all potential indications. Under the Roche Agreement, Roche exclusively licensed certain patent rights and know-how relating to resmetirom in exchange for consideration consisting of an upfront payment, milestone payments and single-digit royalty payments based on net sales of Rezdiffra and any derivative products of resmetirom, subject to certain reductions. In 2011, we commenced Phase 1 clinical trials and subsequently paid Roche a related milestone payment. In October 2016, we commenced a Phase 2 clinical trial in MASH and subsequently paid Roche a related milestone payment. In 2019, we commenced a Phase 3 clinical trial in MASH and subsequently paid Roche a $2.0 million related milestone payment. In March 2024, we received FDA approval of Rezdiffra and subsequently paid Roche a $5.0 million related milestone payment. The remaining milestone payment obligation under the Roche Agreement is $3.0 million and is tied to regulatory approval in a major market country in Europe for resmetirom or any derivative product.

Pursuant to the Roche Agreement, we must use commercially reasonable efforts to conduct clinical and commercial development programs for products containing resmetirom. If we determine not to pursue the development or commercialization of resmetirom in certain jurisdictions, Roche may terminate the license for such territories. The Roche Agreement will expire, unless earlier terminated pursuant to other provisions of the Roche Agreement, on the last to occur of (i) the expiration of the last valid claim of a licensed patent covering the manufacture, use or sale of products containing resmetirom or (ii) ten years after the first sale of a product containing resmetirom.

Competition

The development and commercialization of new drugs in MASH is highly competitive. We will face competition with respect to all product candidates we have developed or may develop or commercialize in the future from pharmaceutical and biotechnology companies worldwide. The key factors affecting the success of an approved product will generally be such product's efficacy, safety profile, drug interactions, method of administration, pricing, reimbursement and level of promotional activity relative to those of competing drugs.

Our potential competitors include companies with substantially greater financial, technical and personnel resources than us. In addition, our competitors may have significantly greater research, development, manufacturing and commercial infrastructures. Our ability to compete successfully will depend largely on our ability to leverage our collective experience in drug development and commercialization to:

- develop medicines that are differentiated from other products in the market;
- obtain patent or proprietary protection for our products and technologies;
- obtain required regulatory approvals;
- commercialize our drugs, if approved; and
- attract and retain high-quality research, development and commercial personnel.

While Rezdiffra is currently the only FDA-approved drug for the treatment of MASH, there are more than 150 drugs in development for MASH by companies ranging in size from small biotech companies to large pharma organizations. Investigational candidates include, among others, thyroid hormone receptor beta agonists, peroxisome proliferator-activated receptor agonists (PPAR) glucagon-like peptide 1 (GLP-1) agonists, dual GLP-1/glucose-dependent insulinotropic polypeptide (GIP) agonists, fatty acid synthase (FASN) inhibitors, fibroblast growth factor 21 (FGF-21) stimulators, farnesoid X receptor (FXR) agonists, acetyl-CoA carboxylase (ACC) inhibitors and dual GLP-1/glucagon receptor agonists. Companies conducting Phase 3 trials include Novo Nordisk A/S, Inventiva S.A., Akero Therapeutics, Inc., 89bio Inc. and Boehringer Ingelheim International GmbH. Novo Nordisk plans to submit approval filings for their GLP-1 agonist for the treatment of MASH in the United States and Europe in the first half of 2025. In addition, there are 60 investigational therapies being evaluated in Phase 2 clinical trials in MASH.

We believe that Rezdiffra's product profile and first-to-market advantage provide meaningful points of differentiation in the MASH competitive landscape. In addition, we believe positive results from the Phase 3 MAESTRO-NASH OUTCOMES trial could position Rezdiffra as the first medication to receive approval in both MASH with moderate to advanced fibrosis (consistent with stages F2 to F3 fibrosis) and MASH with compensated cirrhosis (consistent with stage F4c fibrosis). See the section titled "Risk Factors—Risks Related to the Commercialization and Continued Approval of Rezdiffra—We operate in a highly competitive and changing environment, and if we are unable to adapt to our environment, we may be unable to compete successfully." in this Annual Report for additional discussion of the competitive risks we face.

Research and Development

Since our inception, we have focused significant resources on our research and development activities. Costs incurred in performing research and development activities include internal costs (including cash compensation and stock-based compensation); costs for clinical trial consultants, contract research organizations, clinical sites and other external services; clinical drug manufacturing and supply costs; milestone payments under licensing agreements; other costs of conducting trials including the costs of materials and supplies; the costs associated with seeking regulatory approval and other costs associated with our preclinical and clinical programs. Please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations." of this Annual Report for a discussion of our research and development expenses incurred during the last three fiscal years.

Manufacturing, Supply and Distribution

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We currently rely, and expect to continue to rely, on third-party contract manufacturers ("CMOs") for all required starting materials, active pharmaceutical ingredients ("API") and finished product for the manufacture of any product candidates that we may develop for larger-scale preclinical and clinical testing, as well as for commercial quantities of Rezdiffra and any future drug candidates that may be approved.

In December 2024, we entered into a Resmetirom Commercial Supply Agreement (the "Evonik Supply Agreement") with Evonik Corporation ("Evonik"). Pursuant to the Evonik Supply Agreement, Evonik has agreed to manufacture and supply resmetirom, the API in Rezdiffra, in commercial quantities. We have agreed to provide Evonik with a forecast of our purchases on a rolling basis. Under the Evonik Agreement, our purchase price for supply of resmetirom is based on the volume of material subject to a purchase order. The initial term of the Evonik Agreement will expire on December 31, 2029 and will be automatically renewed for successive two year periods, unless terminated in accordance with the terms of the Evonik Agreement. In addition, in August 2023, we entered into a Commercial Supply Agreement (the "UPM Supply Agreement") with UPM Pharmaceuticals, Inc. ("UPM") for the primary commercial supply of Rezdiffra tablets in the United States. Pursuant to the UPM Supply Agreement, we must purchase a specified percentage of our annual requirements for Rezdiffra from UPM at volume-driven prices. The initial term of the UPM Agreement will expire in April 2032 and will be automatically renewed for two year periods unless terminated in accordance with the terms of the UPM Agreement. We have also entered into a supply agreement with a German-based manufacturer for the primary commercial supply of Rezdiffra tablets in Europe, pending EC approval, and to serve as a secondary commercial supplier

for the U.S. market. All of our CMO partners have extensive technical expertise, GMP experience and experience manufacturing our specific technology. We believe our supply arrangements are satisfactory for our current operations.

Rezdiffra is distributed in the United States through a network of specialty pharmacy providers that deliver Rezdiffra to patients. We may expand our distribution network in the future.

Intellectual Property

We will be able to protect our technology and products from unauthorized use by third parties only to the extent we are covered by valid and enforceable patents or such knowledge is effectively maintained as trade secrets. Patents and other proprietary rights are thus an essential element of our business. We also rely on trade secrets, know-how, continuing technological innovation and licensing opportunities to develop and maintain our competitive position.

Our success will depend in part on our ability to obtain and maintain patent and other proprietary protection for our current product and future product candidates, technology and know-how, our ability to freely operate without infringing on the proprietary rights of others and our ability to establish proprietary rights and prevent others from infringing our proprietary rights. We seek to protect our proprietary position by, among other methods, filing United States and foreign patent applications related to our proprietary technology, and maintaining the confidentiality of inventions and improvements that are material to the development of our business.

As of December 31, 2024, we own or co-own eight United States issued patents and 103 foreign issued patents, 16 United States pending patent applications and 98 foreign pending patent applications and one international patent application filed under the Patent Cooperation Treaty. Each of these patents and patent applications is directed to resmetirom, including composition-of-matter, certain polymorph forms, methods of making resmetirom, the use of resmetirom in the treatment of key disease indications or other THR-β analogs and uses thereof. Our current patent portfolio covers the United States and certain other jurisdictions worldwide. The international patent application can be used as the basis for multiple additional patent applications worldwide. In addition, pursuant to the Roche Agreement, Roche granted us an exclusive license to certain United States and foreign patents and patent applications owned by Roche and Roche know-how relating to resmetirom. The Roche Agreement imposes various diligence, milestone payment, royalty payment, insurance, indemnification, and other obligations on us.

Issued patents directed to resmetirom have statutory expiration dates between 2026 and 2038, excluding any patent term extensions or equivalents thereof that might be available following the grant of marketing authorizations. We have pending patent applications directed to resmetirom that, if issued, would be expected to expire in the United States and in countries outside of the United States in 2044, excluding any patent term adjustment that might be available following the grant of the patent. We have a pending patent application for other THR-β analogs that, if issued, would be expected to expire in the United States and in countries outside of the United States in 2043, excluding any patent term adjustment that might be available following the grant of such patent.

Our trademarks are protected under the common law or by registration in the United States and other countries. We seek to protect our proprietary processes, in part, by confidentiality agreements and invention assignment agreements with our personnel, including consultants and commercial partners. These agreements are designed to protect our proprietary information.

See the section titled “Risk Factors—Risks Related to our Intellectual Property” in this Annual Report for a discussion of the risks associated with our intellectual property.

Government Regulation

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, monitoring and reporting, promotion, advertising, distribution, marketing and export and import of drug products such as those we are developing. A new drug must be approved by the FDA through the new drug application (“NDA”) process before it may be legally marketed in the United States and must be approved by foreign regulatory authorities via various analogous procedures before it can be marketed in the applicable country. The animal and

other non-clinical data and the results of human clinical trials performed under an Investigational New Drug application ("IND") and under similar foreign applications will become part of the NDA.

United States Drug Development Process

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act ("FDCA") and implementing regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state and local statutes and regulations require the expenditure of substantial time and financial resources. Failure to comply with the applicable United States requirements at any time during the product development process, approval process or after approval, may subject an applicant to administrative or judicial sanctions. These sanctions could include, among other things, the FDA's refusal to approve pending applications, withdrawal of an approval, a clinical hold, warning letters and other types of enforcement-related letters, requesting product recalls, product seizures, changes to the conditions surrounding marketing approval such as labeling changes or changes to a Risk Evaluation and Mitigations Strategies ("REMS") program, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, debarment, restitution, disgorgement of profits or civil or criminal investigations and penalties. Any agency or judicial enforcement action could have a material adverse effect on us. 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, some in accordance with the FDA's current Good Laboratory Practices ("GLP"), the Animal Welfare Act administered and enforced by the United States Department of Agriculture and other applicable regulations;
- submission to the FDA of an IND, which must become effective before human clinical trials may begin;
- approval by an institutional review board ("IRB") before each clinical trial may be initiated at each clinical site;
- performance of adequate and well-controlled human clinical trials under protocols submitted to the FDA and reviewed and approved by each IRB, conducted in accordance with federal regulations and according to Good Clinical Practices ("GCP") to establish the safety and efficacy of the proposed drug for its intended use;
- preparation and submission to the FDA of an NDA (and the FDA's acceptance for filing of the NDA);
- completion of registration batches and validation of the manufacturing process to show ability to consistently produce quality batches of product;
- 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 current good manufacturing practice ("cGMP") to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- satisfactory completion of FDA audits of clinical trial sites to assure compliance with GCP and the integrity of the clinical data;
- payment of user fees and procurement of FDA approval of the NDA;
- FDA review and approval of the NDA; and
- compliance with any post-approval requirements, including, as applicable, REMS and post-approval trials required by the FDA.

Once a pharmaceutical candidate is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies, to assess the initial safety and quality profile of the product. Animal studies must be performed in compliance with federal regulations and requirements, including, as applicable, GLP and the Animal Welfare Act. An IND sponsor must submit the results of the preclinical tests, together with manufacturing information and analytical data, to the FDA as part of the IND. The sponsor will also include a protocol detailing, among other things, the objectives of the clinical trial, the parameters to be

used in monitoring safety and the effectiveness criteria to be evaluated, if the trial lends itself to an efficacy evaluation. Some preclinical testing may continue even after the IND is submitted. A 30-day waiting period after the submission of each IND is required prior to the commencement of clinical testing in humans. If during this 30-day period the FDA does not raise any concerns or issues that must be addressed prior to the commencement of clinical trials or does not impose a clinical hold, the IND becomes effective 30 days following the FDA's receipt of the IND and the clinical trial proposed in the IND may begin. Clinical holds also may be imposed by the FDA at any time before or during clinical trials due to safety concerns or non-compliance, or other reasons.

All clinical trials must be conducted under the supervision of one or more qualified investigators in accordance with GCP. They must be conducted under protocols detailing the objectives of the trial, dosing procedures, subject selection and exclusion criteria and the safety and effectiveness criteria to be evaluated. Each protocol must be submitted to the FDA as part of the IND, and progress reports detailing the results of the clinical trials must be submitted at least annually. In addition, timely safety reports must be submitted to the FDA and the investigators for serious and unexpected suspected adverse reactions, any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol, or animal test results that suggest a significant risk to human subjects. An IRB at each institution participating in the clinical trial must review and approve each protocol before a clinical trial commences at that institution and must also approve the consent form that must be provided to each trial subject or his or her legal representative, monitor the trial until completed and otherwise comply with IRB regulations. Foreign trials conducted under an IND must meet the same requirements that apply to trials being conducted in the United States. Data from a foreign trial not conducted under an IND may be submitted in support of an NDA if the trial was conducted in accordance with GCP and the FDA is able to validate the data.

Human clinical trials are typically conducted in three sequential phases:

- *Phase 1:* The product candidate is initially introduced into humans. Phase 1 clinical trials are typically conducted in healthy human subjects, but in some situations are conducted in patients with the target disease or condition. Phase 1 clinical trials are generally designed to evaluate the safety, dosage tolerance, absorption, metabolism, distribution and excretion of the product candidate in humans, and, if possible, to gain early evidence of effectiveness.
- *Phase 2:* This phase involves trials in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product candidate for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- *Phase 3:* This phase involves trials undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population at geographically dispersed clinical trial sites. These trials are intended to establish the overall risk-benefit ratio of the product candidate and provide, if appropriate, an adequate basis for product approval and product labeling. In most cases, the FDA requires two adequate and well controlled Phase 3 clinical trials to demonstrate the efficacy of the product candidate, although a single Phase 3 clinical trial with other confirmatory evidence may be sufficient in certain instances.

The FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the drug has been associated with unexpected serious harm to patients. In some cases, clinical trials are also monitored by an independent group of qualified experts organized by the trial sponsor. These groups are often referred to as data monitoring committees. This group typically provides recommendations to the trial sponsor for whether or not a trial may move forward at designated check points. These decisions are based on the data monitoring committee's independent review of data from the ongoing trial. Phase 1, Phase 2 and Phase 3 testing may not be completed successfully within any specified period, if at all. Further, success in either preclinical studies or early-stage clinical trials does not assure success in later-stage clinical trials. In general, sponsors of most interventional clinical trials that are not Phase 1, are required to submit certain clinical trial information for inclusion in the public clinical trial registry and results data bank maintained by the National Institutes of Health, which are publicly available at http://clinicaltrials.gov. Sponsors are generally also obligated to disclose the results of these clinical trials after completion. Competitors and others may use this publicly-available information to gain knowledge regarding the design and progress of our development programs.

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 2, and before an NDA 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 FDA to reach agreement on the next phase of development. Sponsors typically use the end of Phase 2 meeting to discuss their Phase 2 clinical results and present their plans for the pivotal Phase 3 clinical trial that they believe will support approval of the new drug.

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 and assuring the identity, strength, quality and purity of the final drug. Additionally, 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.

United States Review and Approval Processes

The results of product development, preclinical 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 requesting approval to market the product for a specific indication. The submission of an NDA is subject to the payment of user fees under the Prescription Drug User Fee Act, as amended ("PDUFA") ; a waiver of such fees may be obtained under certain limited circumstances. The sponsor under an approved NDA is also subject to annual program user fees. Program fees are assessed for each approved prescription drug product identified in an approved application, with up to five program fees per application. These fees are typically modified annually. The FDA conducts a preliminary review of a submitted NDA within 60 days from receipt to ensure that the application is sufficiently complete for substantive review before it accepts the application for filing. The FDA may request additional information rather than accept an NDA for filing. In this event, the NDA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review. The FDA's PDUFA performance goals generally provide for action on an NDA within 10 months of the 60-day filing date. That deadline can be extended under certain circumstances, including by the FDA's requests for additional information. The targeted action date can also be shortened to within 6 months of the 60-day filing date for products that are granted priority review designation because they are intended to treat serious or life-threatening conditions and demonstrate the potential to address unmet medical needs. The FDA reviews an NDA 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. Before approving an NDA, the FDA will inspect the facility or facilities where the product is manufactured. In addition, the FDA often will conduct a bioresearch monitoring inspection of the clinical trial sites involved in conducting pivotal trials to ensure data integrity and compliance with applicable GCP requirements. The FDA may refer the NDA to an advisory committee for review, evaluation and recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendation of an advisory committee, but it generally follows such recommendations. The approval process is lengthy and often difficult, and the FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied or may require additional clinical or other data and information. Even if such data and information are submitted, the FDA may ultimately decide that the NDA does not satisfy the regulatory criteria for approval. Data obtained from clinical trials are not always conclusive, and the FDA may interpret data differently than we interpret the same data.

At the end of the review period, the FDA may issue an approval letter following satisfactory completion of all aspects of the review process, or the FDA may issue a complete response letter ("CRL"), which generally outlines the deficiencies in the submission and may require additional clinical or other data or impose other conditions that must be met in order to secure final approval of the NDA. If and when deficiencies outlined in a CRL have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA may issue an approval letter. The FDA's PDUFA review goal is to review such resubmissions within two or six months of receipt, depending on the type of information included. Notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval and deny approval of a resubmitted NDA.

NDAs receive either standard or priority review. An application for a drug that treats a serious condition and, if approved, would provide a significant improvement in the safety or effectiveness of the treatment, prevention or diagnosis of disease may qualify for priority review. Priority review for an NDA for a new molecular entity means the FDA will review the NDA within six months from the date that the NDA is accepted for filing by FDA. The FDA has ten months in which to complete its initial review of a standard new molecular entity NDA. The FDA does not always meet its goal dates and in certain circumstances, the goal date may be extended. Priority review does not change the standard for approval, but may expedite the approval process.

Product candidates may qualify for review and approval under the 21 CFR Part 314, Subpart H accelerated approval pathway if the candidates are intended to treat a serious or life-threatening condition, provide meaningful therapeutic benefit over existing treatments, and demonstrate an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit or on an intermediate clinical endpoint. In clinical trials, a surrogate endpoint is a measurement of laboratory or clinical signs of a disease or condition that is thought to predict clinical benefit, such as how a patient feels, functions, or survives, but is not itself a measure of clinical benefit. Surrogate endpoints can often be measured more easily

or more rapidly than clinical endpoints. As a condition of accelerated approval, the FDA requires that a sponsor of a drug receiving accelerated approval perform confirmatory adequate and well-controlled post-marketing clinical trials. Approval of a product may be withdrawn if these trials fail to verify clinical benefit or do not demonstrate sufficient clinical benefit to justify the risks associated with the product. Accelerated approval does not change the standards for approval. All promotional materials for drug candidates approved under the accelerated approval pathway are subject to prior review by the FDA. If a sponsor fails to conduct any required post-approval trial with "due diligence," the FDA may withdraw approval of the product.

Further, on December 29, 2022, Congress enacted the Consolidated Appropriations Act of 2023, which included the Food and Drug Omnibus Reform Act ("FDORA"). Under FDORA, the FDA must specify the conditions for any post-approval trials by the date of the accelerated approval and the agency has flexibility in setting forth such conditions, which may include enrollment targets, clinical trial protocol and milestones – including the target date of trial completion. The FDA may also require, as appropriate, that certain post-approval trials be underway prior to accelerated approval or within a specified time from the date of approval. Accelerated approval sponsors must submit progress reports every six months on required post-approval trials.

An approval letter authorizes commercial marketing of the product candidate with specific prescribing information for specific indications. If a product receives regulatory approval, the approval may be further limited to specific diseases, dosages or patient populations, or the indications for use may otherwise be limited, which could restrict the commercial value of the product. In addition, the FDA may require a sponsor to conduct additional (i.e., Phase 4) testing which involves clinical trials designed to further assess a drug's safety and effectiveness after NDA approval, and may require testing and surveillance programs to monitor the safety of approved products which have been commercialized.

The Food and Drug Administration Safety and Innovation Act ("FDASIA") which was enacted in 2012, made permanent the Pediatric Research Equity Act ("PREA"), which requires a sponsor to conduct pediatric studies for most drug applications and supplements to applications, for a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration. Under PREA, such original NDAs and supplements thereto must contain a pediatric assessment unless the sponsor has received a deferral or waiver. The required assessment must assess 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 has been assessed to be safe and effective. The sponsor or FDA may request a deferral of pediatric studies 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 studies are complete or that additional safety or effectiveness data needs to be collected before the pediatric studies begin. The FDA may send a non-compliance letter to any sponsor that fails to submit the required assessment, maintain a current deferral or submit a request for approval of a pediatric formulation.

Patent Term Restoration and Regulatory Exclusivities

Depending upon the timing, duration and specifics of FDA approval of our product candidates, some of our United States patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Act. The Hatch-Waxman Act permits a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND, and the submission date of an NDA, plus the time between the submission date of an NDA and the approval of that application, except that the period is reduced by any time during which the applicant failed to exercise due diligence. Only one patent applicable to an approved drug is eligible for the extension, and the extension must be applied for prior to expiration of the patent and within 60 days of approval. The United States Patent and Trademark Office, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration.

The Hatch-Waxman Act also provides periods of regulatory exclusivity for products that would serve as a reference listed drug ("RLD") for an abbreviated new drug application ("ANDA") or application submitted under section 505(b)(2) of the FDCA, or 505(b)(2) application. If a product is a new chemical entity ("NCE")—generally meaning that the active moiety has never before been approved in any drug—there is a period of five years from the product's approval during which the FDA may not accept for filing any ANDA or 505(b)(2) application for a drug with the same active moiety. An ANDA or 505(b)(2) application may be submitted after four years, however, if the sponsor of the application makes a "Paragraph IV" certification.

A product that is not an NCE may qualify for a three-year period of exclusivity if the NDA or supplement to an approved NDA contains new clinical data (other than bioavailability studies), derived from trials conducted by or for the sponsor, that were necessary for approval. In that instance, the exclusivity period does not preclude filing or review of an ANDA or 505(b)(2) application; rather, the FDA is precluded from granting final approval to the ANDA or 505(b)(2)

application until three years after approval of the RLD. Additionally, the exclusivity applies only to the conditions of approval that required submission of the clinical data.

Once the FDA accepts for filing an ANDA or 505(b)(2) application containing a Paragraph IV certification, the applicant must within 20 days provide notice to the RLD NDA holder and patent owner that the application has been submitted and provide the factual and legal basis for the applicant's assertion that the patent is invalid or not infringed. If the NDA holder or patent owner files suit against the ANDA or 505(b)(2) applicant for patent infringement within 45 days of receiving the Paragraph IV notice, the FDA is prohibited from approving the ANDA or 505(b)(2) application for a period of 30 months or the resolution of the underlying suit, whichever is earlier. If the RLD has NCE exclusivity and the notice is given and suit filed during the fifth year of exclusivity, the regulatory stay extends until seven and a half years after the RLD approval. The FDA may approve the proposed product before the expiration of the regulatory stay if a court finds the patent invalid or not infringed or if the court shortens the period because the parties have failed to cooperate in expediting the litigation.

Pediatric exclusivity is another type of marketing exclusivity available in the United States. The FDASIA made permanent the Best Pharmaceuticals for Children Act ("BPCA"), which provides for an additional six months of marketing exclusivity if a sponsor conducts clinical trials in children in response to a written request from the FDA ("Written Request"). If the Written Request does not include trials in neonates, the FDA is required to include its rationale for not requesting those trials. The FDA may request trials on approved or unapproved indications in separate Written Requests. The issuance of a Written Request does not require the sponsor to undertake the described trials.

Expedited Programs

The FDA maintains several programs to facilitate and expedite the development and review of drug applications that are intended for the treatment of a serious or life-threatening disease or condition that meet certain other criteria, including Fast Track Designation, Breakthrough Designation, Priority Review (discussed above in United States Review and Approval Processes), and the Accelerated Approval pathway (discussed above in United States Review and Approval Processes). Under the Fast Track Designation program, the sponsor of a new drug candidate may request that the FDA designate the drug candidate for a specific indication as a fast track drug concurrent with, or after, the filing of the IND for the drug candidate. The FDA must determine if the drug candidate qualifies for fast track designation within 60 days of receipt of the sponsor's request. Under the Fast Track Designation program, the FDA may grant fast track designation for a product candidate if it is intended to treat a serious or life-threatening condition and nonclinical or clinical data demonstrate the potential to address an unmet medical need. Features of Fast Track Designation include more frequent interactions with the review team, and the possibility of rolling review.

Under the Breakthrough Designation Program, FDA may grant a drug Breakthrough Therapy Designation if it is intended to treat a serious condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement on a clinically significant endpoint over available therapies. Features of Breakthrough Therapy Designation include intensive guidance on an efficient drug development program, an organizational commitment by the agency involving senior managers in a proactive, cross-disciplinary review of the drug application, and the possibility of rolling review.

Post-Approval Requirements

Once an approval is granted, products are subject to continuing regulation by the FDA. The FDA may withdraw the approval if, among other things, compliance with regulatory standards is not maintained or if safety or efficacy problems occur after the product reaches the market. Later discovery of previously unknown problems with a product may result in restrictions on product marketing or even withdrawal of approval for the product application. If new safety issues are identified following approval, the FDA may require the NDA sponsor to take certain measures, such as revising the approved labeling to reflect the new safety information, conducting post-market studies or clinical trials to assess the new safety information, and/or implementing or changing a REMS program to mitigate newly-identified risks. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further FDA review and approval. Drug manufacturers and other entities involved in the manufacture and distribution of approved drugs 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 and other laws and regulations. Manufacturers and other parties involved in the drug supply chain for prescription drug products must also comply with product tracking and tracing requirements and notify the FDA of counterfeit, diverted, stolen and intentionally adulterated products or products that are otherwise unfit for distribution in the United States. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting and documentation requirements upon the sponsor and any third-party manufacturers that the sponsor may decide to use. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance. We rely, and expect to continue to rely, on third parties for the production of

clinical and commercial quantities of our product candidates. Future inspections by the FDA and other regulatory agencies may identify compliance issues at the facilities of our contract manufacturers that may disrupt production or distribution, or require substantial resources to correct.

Any drug products manufactured or distributed by us pursuant to FDA approvals are subject to continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the drug, providing the FDA with updated safety and efficacy information, drug sampling and distribution requirements, complying with certain electronic records and signature requirements, and complying with FDA promotion and advertising requirements. The FDA strictly regulates labeling, advertising, promotion and other types of information on products that are placed on the market. Drugs may be promoted only for the approved indications and in accordance with the provisions of the approved label.

From time to time, legislation is drafted, introduced and passed in Congress that could significantly change the statutory provisions governing the approval, manufacturing and marketing of products regulated by the FDA. In addition to new legislation, FDA regulations and guidance are often revised or interpreted by the agency in ways that may significantly affect our business and our products. It is impossible to predict whether further legislative changes will be enacted, or FDA regulations, guidance or interpretations changed or what the impact of such changes, if any, may be.

Foreign Regulation

In addition to regulations in the United States, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we must obtain approval by the comparable regulatory authorities of foreign countries or economic areas, such as the EU, before we may commence clinical trials or market products in those countries or areas. The approval process and requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from place to place, and the time may be longer or shorter than that required for FDA approval.

Under the EU regulatory systems, a company may submit an MAA either under the centralized procedure or one of the national procedures, depending on the type of product. The centralized procedure provides for the grant of a single marketing authorization by the EC that is valid throughout the EU and in the additional countries of the European Economic Area (Iceland, Lichtenstein and Norway) ("EEA"). The centralized procedure is compulsory for medicinal products produced by certain biotechnological processes; advanced therapy medicinal products (gene therapy, somatic cell therapy and tissue engineered products); medicinal products containing new active substances for specific indications such as the treatment of HIV/AIDS, cancer, neurodegenerative disorders, diabetes, viral diseases and other immune dysfunctions; and designated orphan medicines. For medicines that do not fall within one of the mandatory categories, an applicant still has the option of submitting an application for a centralized marketing authorization as long as the medicine concerned contains a new active substance not yet authorized in the EU, is a significant therapeutic, scientific or technical innovation, or if its authorization would be in the interest of public health in the EU. Under the centralized procedure, an MAA is submitted to the EMA where it will be evaluated by the CHMP. The CHMP is responsible for conducting an initial assessment of whether a product meets the required quality, safety and efficacy requirements, and whether a product has a positive benefit/risk ratio. Under the centralized procedure, the maximum timeframe for the evaluation of an MAA by the EMA is 210 days, excluding clock stops, when additional written or oral information is to be provided by the applicant in response to questions asked by the CHMP. Clock stops may extend the timeframe of evaluation of an MAA considerably beyond 210 days. Where the CHMP gives a positive opinion, it provides the opinion together with supporting documentation to the EC, who makes the final decision to grant a marketing authorization, which is issued within 67 days of receipt of the EMA's recommendation. Accelerated assessment might be granted by the CHMP in exceptional cases, when a medicinal product is expected to be of major public health interest, particularly from the point of view of therapeutic innovation. The timeframe for the evaluation of an MAA under the accelerated assessment procedure is 150 days, excluding clock stops, but it is possible that the CHMP may revert to the standard time limit for the centralized procedure if it determines that the application is no longer appropriate to conduct an accelerated assessment. The initial marketing authorization is valid for five years, but once renewed is usually valid for an unlimited period, unless the EC decides, on justified grounds relating to pharmacovigilance (e.g. exposure of an insufficient number of patients to the medicinal product concerned), to mandate one additional five-year renewal.

There are also two other possible routes to authorize products for therapeutic indications in several countries in the EU, which are available for products that fall outside the scope of the centralized procedure:

- Decentralized procedure—Using the decentralized procedure, an applicant may apply for simultaneous authorizations in more than one EU Member State for a medicinal product that has not yet been authorized in any EU Member State and that does not fall within the mandatory scope of the centralized procedure.
- Mutual recognition procedure—In the mutual recognition procedure, a medicine is first authorized in one EU Member State, in accordance with the national procedures of that country. Following this,

additional marketing authorizations can be sought from other EU Member States in a procedure whereby the countries concerned recognize the validity of the original, national marketing authorization.

In both cases, as with the centralized procedure, the competent authorities of the EU Member States assess the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy before granting the marketing authorization.

When conducting clinical trials in the EU, we must adhere to the provisions of the EU Clinical Trials Regulation (EU) No 536/2014 ("EU CTR"). The EU CTR requires, among other things, that the prior authorization of an ethics committee and the submission and approval of a clinical trial authorization application be obtained in each applicable EU Member State before commencing a clinical trial in that EU Member State. The EU CTR replaced the previous EU Clinical Trials Directive and aims to simplify and streamline the approval of clinical trials in the EU. For example, the EU CTR implements a coordinated procedure for authorization of clinical trials (through a centralized EU portal known as the Clinical Trials Information System) that is similar to the mutual recognition procedure for marketing authorization of medicinal products, and includes obligations on sponsors to publish clinical trial results.

As in the United States, it may be possible in foreign countries to obtain a period of market and/or data exclusivity that would have the effect of postponing the entry into the marketplace of a competitor's generic or biosimilar product. For example, in the EU, if any of our products receive marketing approval in the EU, we expect that we will benefit from eight years of data exclusivity and an additional two years of marketing exclusivity. An additional one-year extension of marketing exclusivity is possible if during the data exclusivity period we obtain an authorization for one or more new therapeutic indications that is deemed to bring a significant clinical benefit compared to existing therapies for the indication. The data exclusivity period begins on the date of the product's first marketing authorization in the EU and prevents biosimilars or generics from referencing the pharmacological, toxicological and clinical data contained in the dossier of the reference product when applying for a generic marketing authorization for a period of eight years. After eight years, a biosimilar or generic MAA may be submitted and the sponsoring companies may rely on the data for the reference product. However, even with a market authorization a biosimilar or generic medicine cannot launch in the EU until two years after the data exclusivity expires (or a total of ten years after the first marketing authorization in the EU of the innovator product), or three years later (or a total of eleven years after the first marketing authorization in the EU of the innovator product) if the marketing authorization holder obtains marketing authorization for a new indication with significant clinical benefit within the eight year data exclusivity period.

If a marketing authorization for a medicinal product in the EU is obtained, the holder of the marketing authorization is required to comply with a range of requirements applicable to the manufacturing, marketing, promotion and sale of medicinal products. These include:

- Compliance with the EU's stringent pharmacovigilance or safety reporting rules must be ensured. These rules can impose post-authorization trials and additional monitoring obligations.
- The manufacturing of authorized medicinal products, for which a separate manufacturer's license is mandatory, must also be conducted in strict compliance with the applicable EU laws, regulations and guidance, including Directive 2001/83/EC, Directive (EU) 2017/1572, Regulation (EC) No 726/2004 and the European Commission Guidelines for Good Manufacturing Practice. These requirements include compliance with EU cGMP standards when manufacturing medicinal products and active pharmaceutical ingredients, including the manufacture of active pharmaceutical ingredients outside of the EU with the intention to import the active pharmaceutical ingredients into the EU.
- The marketing and promotion of authorized products, including industry-sponsored continuing medical education and advertising directed toward the prescribers of products and/or the general public, are strictly regulated in the EU. Direct-to-consumer advertising of prescription medicines is prohibited across the EU.

Much like the Anti-Kickback Statue prohibition in the United States, the provision of benefits or advantages to physicians or other health care professionals 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 induce or reward improper performance generally is usually governed by the national anti-bribery laws of EU Member States, and the Bribery Act 2010 in the United Kingdom ("UK"). Infringement of these laws could result in substantial fines and imprisonment. EU Directive 2001/83/EC, which is the EU Directive governing medicinal products for human use, further provides that, where medicinal products are being promoted to persons qualified to prescribe or supply them, no gifts, pecuniary advantages or benefits in kind may be supplied, offered or promised to such persons unless they are inexpensive and relevant to the practice of medicine or pharmacy. This provision has been transposed into the Human Medicines Regulations 2012 and so remains applicable in the UK despite its departure from the EU.

Payments made to physicians or other healthcare professionals in certain EU Member States must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and 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 aforementioned EU rules are generally applicable in the EEA.

The EC introduced legislative proposals in April 2023 that, if implemented, will replace the current regulatory framework in the EU for all medicines (including those for rare diseases and for children). The EC has provided the legislative proposals to the European Parliament and the European Council for their review and approval, and, in April 2024, the European Parliament proposed amendments to the legislative proposals. Once the EC's legislative proposals are approved (with or without amendment), they will be adopted into EU law.

The UK formally left the EU on January 31, 2020. As a result of the Northern Ireland protocol, following the UK leaving the EU, the EMA remained responsible for approving novel medicines for supply in Northern Ireland under the EU centralized procedure, and a separate authorization was required to supply the same medicine in Great Britain (England, Wales and Scotland). On February 27, 2023, the UK government and the EC announced a political agreement in principle to replace the Northern Ireland Protocol with a new set of arrangements, known as the "Windsor Framework." The Windsor Framework was approved by the EU-UK Joint Committee on March 24, 2023, and the medicines aspects of the Windsor Framework have applied since January 1, 2025. This new framework fundamentally changes the previous system under the Northern Ireland Protocol, including with respect to the regulation of medicinal products in the UK. In particular, the Medicines and Healthcare products Regulatory Agency (the "MHRA") is now responsible for approving all medicinal products destined for the UK market (i.e., Great Britain and Northern Ireland), and the EMA no longer has any role in approving medicinal products destined for Northern Ireland under the EU centralized procedure. A single UK-wide marketing authorization will be granted by the MHRA for all novel medicinal products to be sold in the UK, enabling products to be sold in a single pack and under a single authorization throughout the UK. In addition, the new arrangements require all medicines placed on the UK market to be labelled "UK only," indicating they are not for sale in the EU.

The MHRA has introduced changes to national licensing procedures, including procedures to prioritize access to new medicines that will benefit patients, an accelerated assessment procedure and new routes of evaluation for novel products and biotechnological products. On January 1, 2024, the MHRA put in place a new international recognition framework which means that the MHRA may have regard to decisions on the approval of marketing authorizations made by the EMA and certain other regulators when determining an application for a new UK marketing authorization.

Coverage and Reimbursement

Significant uncertainty exists regarding the coverage and reimbursement status of products approved by the FDA and other government authorities. In the United States, sales of any products for which we may receive regulatory approval for commercial sale will depend in significant part on the availability and adequacy of coverage and reimbursement from third-party payors. Third-party payors include federal and state government authorities, managed care providers, private health insurers and other organizations. 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 product does not ensure that other payors will also provide coverage for the product. The process for determining whether a payor will provide coverage for a product may be separate from the process for setting the reimbursement rate that the payor will pay for the product. Third-party payors may limit coverage to specific products on an approved list which might not include all of the FDA-approved products for a particular indication. Moreover, a payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Factors payors consider in determining reimbursement are based on whether the product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Third-party payors are increasingly challenging the prices charged for, examining the medical necessity of, and assessing the cost-effectiveness of medical products and services, in addition to their safety and efficacy. Our drug candidates may not be considered medically necessary or cost-effective. If third-party payors do not consider a product to

be cost-effective compared to other available therapies, they may not cover the product after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit. A decision by a third-party payor not to cover a product could reduce physician ordering and patient demand for the product.

The marketability of any products for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for a product for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

In addition, sales of our products in other countries are also dependent, in large part, on complex coverage and reimbursement mechanisms and programs in those countries. In some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing 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. 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. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical 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 tend to be significantly lower.

U.S. Healthcare Reform

The U.S. government and state legislatures have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. For example, the Patient Protection and Affordable Care Act, as amended the ACA, contains provisions that may reduce the profitability of drug products, including, for example, increased rebates for drugs reimbursed by Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies' share of sales for branded prescription drugs to federal health care programs. Adoption of government controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals.

Other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. For example, the Budget Control Act of 2011 and subsequence legislation, among other things, created measures for spending reductions by Congress that include aggregate reductions of Medicare payments to providers of 2% per fiscal year, which remain in effect through 2031. The U.S. American Taxpayer Relief Act of 2012 further reduced Medicare payments to several types of providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. On March 11, 2021, former President Biden signed the American Rescue Plan Act of 2021 into law, which eliminated the statutory Medicaid drug rebate cap, set at 100% of a drug's average manufacturer price, for single source and innovator multiple source drugs, beginning January 1, 2024. These laws and regulations may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain regulatory approval or the frequency with which any such product candidate is prescribed or used.

Further, on May 30, 2018, the Right to Try Act was signed into law. The Right to Try Act, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a pharmaceutical manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act.

The Inflation Reduction Act of 2022 ("IRA") includes several provisions that may impact our business, depending on how various aspects of the IRA are implemented. Provisions that may impact our business include a $2,000 out-of-pocket cap for Medicare Part D beneficiaries, the imposition of new manufacturer financial liability on most drugs in Medicare Part D, permitting the U.S. government to negotiate Medicare Part B and Part D pricing for certain high-cost drugs and biologics without generic or biosimilar competition, requiring companies to pay rebates to Medicare for drug prices that increase faster than inflation, and delay until January 1, 2031 the implementation of the U.S. Department of Health and Human Services ("HHS") rebate rule that would have limited the fees that pharmacy benefit managers ("PBMs") can charge. Further, under the IRA, orphan drugs are exempted from the Medicare drug price negotiation program, but only if they have one orphan designation and for which the only approved indication is for that disease or condition. If a product receives multiple orphan designations or has multiple approved indications, it may not qualify for the orphan drug exemption. The implementation of the IRA is currently subject to ongoing litigation challenging the

constitutionality of the IRA's Medicare drug price negotiation program. The effects of the IRA on our business and the healthcare industry in general is not yet known.

On December 2, 2020, the HHS published a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through PBMs, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between PBMs and manufacturers. Implementation of this change and new safe harbors for point-of-sale reductions in price for prescription pharmaceutical products and PBM service fees are currently under review by the current United States presidential administration and may be amended or repealed. Further, on December 31, 2020, the Centers for Medicare & Medicaid Services ("CMS") published a new rule, effective January 1, 2023, requiring manufacturers to ensure the full value of co-pay assistance is passed on to the patient or these dollars will count toward the Average Manufacturer Price and Best Price calculation of the drug ("Accumulator Rule"). On May 17, 2022, the U.S. District Court for the District of Columbia granted the Pharmaceutical Research and Manufacturers of America's (PhRMA) motion for summary judgement invalidating the Accumulator Rule. We cannot predict how the implementation of and any further changes to this rule will affect our business. Although a number of these and other proposed measures may require authorization through additional legislation to become effective, and the current United States presidential administration may reverse or otherwise change these measures. Both the current United States presidential administration and Congress have indicated that they will continue to seek new legislative measures to control drug costs.

Federal and state legislatures and health agencies may continue to focus on additional health care reform measures in the future that will impose additional constraints on prices and reimbursements for our marketed products. In addition, an emphasis on cost containment measures in the United States has increased and we expect will continue to increase the pressure on pharmaceutical pricing.

There have been several Congressional inquiries and proposed and enacted federal and state legislation and regulatory initiatives designed to, among other things, bring more transparency to product pricing, evaluate the relationship between pricing and manufacturer patient programs, and reform government healthcare program reimbursement methodologies for drug products. At the federal level, President Trump reversed some of former President Biden's executive orders, including rescinding Executive Order 14087 entitled "Lowering Prescription Drug Costs for Americans." President Trump may issue new executive orders designed to impact drug pricing. A number of these and other proposed measures may require authorization through additional legislation to become effective.

Individual states in the United States have also increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including by requiring pharmaceutical manufacturers to report to state agencies when they introduce new drugs to market with prices over a certain threshold, or when they increase the price of a drug over a certain threshold. If healthcare policies or reforms intended to curb healthcare costs are adopted, the prices that we charge for any approved product may be limited, our commercial opportunity may be limited and/or our revenues from sales of our product and any future products, if approved, may be negatively impacted.

It is possible that the above-mentioned measures, as currently enacted or may be amended in the future, as well as other healthcare reform measures that may be adopted in the future, may result in additional reductions in Medicare and other healthcare funding, more rigorous coverage criteria, and new payment methodologies and additional downward pressure on coverage and payment and 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 additional cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our approved product or products. We cannot be sure whether additional legislative changes will be enacted in the United States or outside of the United States, or whether regulatory changes, guidance or interpretations will be changed, or what the impact of such changes on our product candidates, if any, may be.

Other Healthcare Laws

Healthcare providers, physicians and third-party payors will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our business operations and any current or future arrangements with third-party payors, healthcare providers and physicians 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 develop, market, sell and distribute any drugs for which we obtain marketing approval. In the United States, these laws include, without limitation, state and federal anti-kickback, false claims, physician transparency and patient data privacy and security laws and regulations, including but not limited to those described below.

- The federal Anti-Kickback Statute, which prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, paying, receiving or providing any remuneration (including any kickback, bride or

certain rebate), directly or indirectly, overtly or covertly, 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, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. A person or entity need not have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution. Violations are subject to civil and criminal fines and penalties for each violation, plus up to three times the remuneration involved, imprisonment, and exclusion from government healthcare programs;

- The federal civil and criminal false claims laws, including the civil False Claims Act ("FCA"), which prohibit individuals or entities from, among other things, knowingly presenting or causing to be presented, to the federal government, claims for payment or approval that are false, fictitious or fraudulent; knowingly making, using or causing to be made or used a false statement or record material to a false or fraudulent claim or obligation to pay or transmit money or property to the federal government; or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay money to the federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to "cause" the submission of false or fraudulent claims. In addition, the government may assert that a claim that includes items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act. The FCA also permits a private individual acting as a "whistleblower" to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery;
- The federal civil monetary penalties laws, which impose civil fines for, among other things, the offering or transfer or remuneration to a Medicare or state healthcare program beneficiary if the person knows or should know it is likely to influence the beneficiary's selection of a particular provider, practitioner or supplier of services reimbursable by Medicare or a state health care program, unless an exception applies. The government may also assert that a claim including items or services resulting from a violation of the federal Anti-Kickback statute constitutes a false or fraudulent claim under federal civil monetary penalties laws;
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") imposes criminal and civil liability for knowingly and willfully executing a scheme or attempting to execute a scheme, to defraud any healthcare benefit program, including private payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense or falsifying, concealing or covering up a material fact or making any materially false statements in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity need not have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and their respective implementing regulations, imposes, among other things, specified requirements on covered entities and their business associates relating to the privacy and security of individually identifiable health information including mandatory contractual terms and required implementation of technical safeguards of such information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates in some cases, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions;
- The Physician Payments Sunshine Act, enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the "ACA") imposed new annual reporting requirements for certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, for certain payments and "transfers of value" provided to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain other licensed health care practitioners and teaching hospitals, as well as ownership and investment interests held by such physicians and their immediate family members; and
- Analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party-payors, including private insurers, and may be broader in scope than their federal equivalents; state and foreign laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; state and foreign laws that require drug manufacturers to report information related to drug pricing and payments and other transfers of value

to physicians and other healthcare providers and restrict marketing practices or require disclosure of marketing expenditures and pricing information; state and local laws that require the registration of pharmaceutical sales representatives; state and foreign laws that govern the privacy and security of health information in some circumstances. In addition, some states have passed laws that require pharmaceutical companies to comply with the April 2003 Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or the Pharmaceutical Research and Manufacturers of America's Code on Interactions with Healthcare Professionals. These data privacy and security laws may differ from each other in significant ways and often are not pre-empted by HIPAA, which may complicate compliance efforts.

In addition, pharmaceutical manufacturers may also be subject to federal and state consumer protection and unfair competition laws and regulations, which broadly regulate marketplace activities and that potentially harm consumers.

The distribution of drugs and biological products is subject to additional requirements and regulations, including extensive record-keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

In the United States, to help patients afford our approved product, we may use programs to assist them, including patient assistance programs and co-pay coupon programs for eligible patients. Government enforcement agencies have shown increased interest in pharmaceutical companies' product and patient assistance programs, including reimbursement support services, and a number of investigations into these programs have resulted in significant civil and criminal settlements. In addition, at least one insurer has directed its network pharmacies to no longer accept co-pay coupons for certain specialty drugs the insurer identified. Our co-pay coupon programs could become the target of similar insurer actions. In addition, in November 2013, the CMS issued guidance to the issuers of qualified health plans sold through the ACA's marketplaces encouraging such plans to reject patient cost-sharing support from third parties and indicating that the CMS intends to monitor the provision of such support and may take regulatory action to limit it in the future. The CMS subsequently issued a rule requiring individual market qualified health plans to accept third-party premium and cost-sharing payments from certain government-related entities. In September 2014, the Office of Inspector General (the "OIG") of the HHS issued a Special Advisory Bulletin warning manufacturers that they may be subject to sanctions under the federal anti-kickback statute and/or civil monetary penalty laws if they do not take appropriate steps to exclude Part D beneficiaries from using co-pay coupons. Accordingly, companies exclude these Part D beneficiaries from using co-pay coupons. It is possible that changes in insurer policies regarding co-pay coupons and/or the introduction and enactment of new legislation or regulatory action could restrict or otherwise negatively affect these patient support programs, which could result in fewer patients using affected products, and therefore could have a material adverse effect on our sales, business and financial condition.

Third party patient assistance programs that receive financial support from companies have become the subject of enhanced government and regulatory scrutiny. The OIG has established guidelines that suggest that it is lawful for pharmaceutical manufacturers to make donations to charitable organizations who provide co-pay assistance to Medicare patients, provided that such organizations, among other things, are bona fide charities, are entirely independent of and not controlled by the manufacturer, provide aid to applicants on a first-come basis according to consistent financial criteria and do not link aid to use of a donor's product. However, donations to patient assistance programs have received some negative publicity and have been the subject of multiple government enforcement actions, related to allegations regarding their use to promote branded pharmaceutical products over other less costly alternatives. Specifically, in recent years, there have been multiple settlements resulting out of government claims challenging the legality of their patient assistance programs under a variety of federal and state laws. It is possible that we may make grants to independent charitable foundations that help financially needy patients with their premium, co-pay and co-insurance obligations. If we choose to do so, and if we or our vendors or donation recipients are deemed to fail to comply with relevant laws, regulations or evolving government guidance in the operation of these programs, we could be subject to damages, fines, penalties or other criminal, civil or administrative sanctions or enforcement actions. We cannot ensure that our compliance controls, policies and procedures will be sufficient to protect against acts of our employees, business partners or vendors that may violate the laws or regulations of the jurisdictions in which we operate. Regardless of whether we have complied with the law, a government investigation could impact our business practices, harm our reputation, divert the attention of management, increase our expenses and reduce the availability of foundation support for our patients who need assistance.

The full scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform. Federal and state enforcement bodies have continued to increase their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other related governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, disgorgement, exclusion from government funded healthcare programs, such as Medicare and Medicaid, reputational harm, additional oversight and reporting obligations if

we become subject to a corporate integrity agreement or similar settlement to resolve allegations of non-compliance with these laws and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to similar actions, penalties and sanctions. Ensuring business arrangements comply with applicable healthcare laws, as well as responding to possible investigations by government authorities, can be time- and resource-consuming and can divert a company's attention from its business.

Pharmaceutical Price Reporting

A number of government pricing programs create certain price reporting obligations. Under the Medicaid Drug Rebate program, a participating manufacturer is required to pay a rebate to each state Medicaid program for its covered outpatient drugs that are dispensed to Medicaid beneficiaries and paid for by the state Medicaid program as a condition of having federal funds being made available for drugs under Medicaid and Medicare Part B. Those rebates are based on pricing data reported by the manufacturer on a monthly and quarterly basis to CMS. These data include the average manufacturer price and, in the case of innovator products, the best price for each drug, which, in general, represents the lowest price available from the manufacturer to any wholesaler, retailer, provider, health maintenance organization, nonprofit entity, or governmental entity in the United States in any pricing structure, calculated to include all sales and associated rebates, discounts, and other price concessions.

The ACA (addressed further above in the section titled "—U.S. Healthcare Reform") made significant changes to the Medicaid Drug Rebate Program, and CMS issued a final regulation to implement the changes to the Medicaid Drug Rebate Program under the ACA. CMS also issued a final regulation that modified prior Medicaid Drug Rebate Program regulations to permit reporting multiple best price figures with regard to value based purchasing arrangements; and provide definitions for "line extension," "new formulation," and related terms, with the practical effect of expanding the scope of drugs considered to be line extensions that are subject to an alternative rebate formula.

Federal law requires that a manufacturer also participate in the 340B Drug Pricing program in order for federal funds to be available for the manufacturer's drugs under Medicaid and Medicare Part B. The 340B program requires participating manufacturers to agree to charge no more than the 340B "ceiling price" for the manufacturer's covered outpatient drugs to a specified "covered entities," including community health centers and other entities that receive certain federal grants, as well as hospitals that serve a disproportionate share of low-income patients. The 340B ceiling price is calculated using a statutory formula, which is based on the average manufacturer price and rebate amount for the covered outpatient drug as calculated under the Medicaid Drug Rebate Program.

Further, the IRA establishes a Medicare Part D inflation rebate schemes (the first rebate period is in fourth quarter 2022 through third quarter 2023) and a drug price negotiation program, with the first negotiated prices to take effect in 2026. It also makes several changes to the Medicare Part D benefit, including the creation of a new manufacturer discount program in place of the current coverage gap discount program (beginning in 2025).

Finally, in order to be eligible to have its products paid for with federal funds under the Medicaid and Medicare Part B programs and purchased by the Department of Veterans Affairs ("VA"), Department of Defense ("DoD"), Public Health Service, and Coast Guard (the "Big Four agencies") and certain federal grantees, a manufacturer is required to participate in the VA Federal Supply Schedule ("FSS") pricing program, established under Section 603 of the Veterans Health Care Act of 1992. Under this program, the manufacturer is obligated to make its covered drugs available for procurement on an FSS contract and charge a price to the Big Four agencies that is no higher than the Federal Ceiling Price ("FCP"), which is a price calculated pursuant to a statutory formula. The FCP is derived from a calculated price point called the "non-federal average manufacturer price" ("Non FAMP"), which the manufacturer calculates and reports to the VA on a quarterly and annual basis. Pursuant to applicable law, knowing provision of false information in connection with a Non FAMP filing can subject a manufacturer to significant penalties for each item of false information. The FSS contract also contains extensive disclosure and certification requirements. Under Section 703 of the National Defense Authorization Act for FY 2008, the manufacturer is required to pay quarterly rebates to DoD on utilization of its innovator products that are dispensed through DoD's Tricare network pharmacies to Tricare beneficiaries. The rebates are calculated as the difference between the annual Non FAMP and FCP for the calendar year that the product was dispensed.

Human Capital

As of December 31, 2024, we had 528 full-time employees, including 136 engaged in research, development and medical affairs, 312 in commercial activities and 80 in general and administrative functions. None of our employees are covered by collective bargaining agreements and we consider relations with our employees to be good. We expect our headcount to increase in 2025 in anticipation of continuing our U.S. infrastructure growth and expanding our commercial activities in Europe, pending approval of Rezdiffra by the EC. We also retain consultants on an as-needed basis. We believe that our future success will be shaped by our continued ability to attract and retain highly skilled employees. We

provide our employees with a competitive total rewards package inclusive of salaries, bonuses and equity ownership. We also provide robust benefits designed to promote well-being across all aspects of their lives, including health care, disability, retirement investment options and paid time off. In addition, we believe that continued growth and development are essential to the professional well-being of our team. As our organization and capabilities grow, we aim to ensure that we provide our team members with the guidance and resources they need to develop as professionals and to support our business.

As a growing global commercial-stage biopharmaceutical company, we value our workforce and believe it contributes to our long-term success and ability to execute our objectives of delivering innovative therapies to patients in need. Our team is unified by four core values—focus on the patient, having an owner mindset, the relentless pursuit of innovation and commitment to collaboration. We strive to ensure that these core values guide our employee-related endeavors, including our onboarding initiatives, continuous feedback process and recognition program.

General Information

We were incorporated in Delaware in March 2000. Our principal executive offices are located at 200 Barr Harbor Drive, Suite 200, West Conshohocken, PA 19428. Our internet website address is www.madrigalpharma.com. No portion of our website is incorporated by reference into this Annual Report.

We advise you to read this Annual Report in conjunction with other reports and documents that we file from time to time with the U.S. Securities and Exchange Commission ("SEC"). In particular, please read our definitive proxy statement, which will be filed with the SEC in connection with our 2025 annual meeting of stockholders, our quarterly reports on Form 10-Q and any current reports on Form 8-K that we may file from time to time. You may obtain copies of these reports after the date of this Annual Report directly from us or from the SEC at its website at www.sec.gov. We make our periodic and current reports available on our internet website, free of charge, as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC.

We have adopted a Corporate Code of Conduct and Ethics and written charters for our Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee. Each of the foregoing is available on our website at www.madrigalpharma.com under "Investors & Media—Corporate Governance." In accordance with SEC rules, we intend to disclose any amendment (other than any technical, administrative or other non-substantive amendment) to the above code, or any waiver of any provision thereof with respect to any of our executive officers, on our website within four business days following such amendment or waiver. In addition, we may use our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation Fair Disclosure promulgated by the SEC. These disclosures will be included on our website under the "Investors & Media" section.

Item 1A. Risk Factors

You should carefully consider the risks described below, together with all of the other information included in or incorporated by reference into this Annual Report and in other documents we file with the SEC, before making an investment decision. The risks and uncertainties described below are not intended to be exhaustive and are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we do not currently believe are material to an investor may also harm our business, and it is not possible to predict the impact that any factor or combination of factors may have on our business, prospects, financial condition and results of operations. If any of the events, contingencies, circumstances or conditions described in the following risk factors actually occur, our business, financial condition or our results of operations could be materially and adversely affected, which may cause the trading price of our common stock to decline and you may lose part or all of the value of any of our shares that you hold.

Risks Related to the Commercialization and Continued Approval of Rezdiffra

Our prospects are highly dependent on the success of our only approved product, Rezdiffra, which was approved in the United States under the Subpart H accelerated approval pathway for new drugs for serious or life-threatening illnesses. If we are unable to successfully commercialize or maintain approval for Rezdiffra, our business, financial condition, results of operations and prospects and the value of our common stock will be materially adversely affected.

In March 2024, the FDA granted accelerated approval for Rezdiffra in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). We have invested, and continue to invest, significant efforts and financial resources in the launch of Rezdiffra. We have never, as an organization, launched or commercialized any other product, and there is no guarantee that we will be able to successfully commercialize Rezdiffra. There are numerous examples of failures to meet high expectations of market potential, including by pharmaceutical companies with more experience and resources than us. We believe that the commercial success of Rezdiffra depends on many factors, including the following:

- our ability to effectively educate healthcare providers and patients on the risks of MASH and the potential clinical benefits of Rezdiffra, the first FDA-approved treatment in MASH;
- the efficacy, cost, approved use, and side-effect profile of Rezdiffra relative to competitive treatment regimens for the treatment of MASH;
- Rezdiffra may compete with the off-label use of currently marketed products and other therapies in development that may in the future obtain approval for MASH;
- the effectiveness of our commercial strategy for the marketing of Rezdiffra, including our pricing strategy and the effectiveness of our efforts to obtain adequate third-party reimbursements;
- developing, maintaining and successfully monitoring commercial manufacturing arrangements for Rezdiffra with third-party manufacturers to ensure they meet our standards and those of regulatory authorities, including the FDA, which extensively regulate and monitor pharmaceutical manufacturing facilities;
- our ability to negotiate and enter into any additional commercial, supply and distribution contracts to support commercialization efforts, and to hire and manage additional qualified personnel;
- our ability to meet the demand for commercial supplies of Rezdiffra at acceptable costs;
- the acceptance of Rezdiffra by physicians, patients and third-party payors;
- our ability to remain compliant with laws and regulations that apply to us and our commercial activities;
- the actual market-size, ability to identify targeted patients and the demographics of patients eligible for Rezdiffra, which may be different than what we currently expect;
- the occurrence of any side effects, adverse reactions or misuse, or any unfavorable publicity in these areas;
- our ability to obtain, maintain or enforce our patents and other intellectual property rights; and
- the effect of recent or potential health care legislation in the United States.

While we believe that Rezdiffra has a commercially competitive profile, we cannot accurately predict the amount of time needed to attain a commercially successful profile or the amount of revenue that would be generated from the sale

of Rezdiffra. If we do not effectively commercialize Rezdiffra, we will not be able to execute our business plan and may not be able to achieve profitability. If our revenues, market share or other indicators of market acceptance of Rezdiffra do not meet the expectations of investors or public market analysts, the market price of our common stock would likely decline.

We obtained regulatory approval of Rezdiffra through the Subpart H accelerated approval pathway, and full approval will be contingent on successful completion of a confirmatory post-marketing trial. Failure to obtain full approval or otherwise meet our post-marketing requirements and commitments would have a material adverse effect on our business.

The FDA approved Rezdiffra under the accelerated approval pathway for new drugs for serious or life-threatening illnesses and was supported by 52-week data from the Phase 3 MAESTRO-NASH trial, which achieved both primary endpoints—MASH resolution with no worsening of fibrosis and an improvement in fibrosis by at least one stage with no worsening of the NAFLD activity score. In connection with the FDA's accelerated approval, we have agreed to certain post-marketing commitments, including completing our MAESTRO-NASH trial to demonstrate a clinical benefit of Rezdiffra on composite endpoints. Our MAESTRO-NASH trial is ongoing as a 54-month outcomes trial designed to generate confirmatory outcomes data that, if positive, is expected to verify a clinical benefit and support the full approval of Rezdiffra. Additionally, full approval could also be based on results from our MAESTRO-NASH OUTCOMES trial that will noninvasively measure progression to liver decompensation events in patients with compensated MASH cirrhosis. Positive data from our MAESTRO-NASH OUTCOMES trial is expected to support the full approval of Rezdiffra in noncirrhotic MASH and support approval for patients with compensated cirrhosis, expanding the eligible patient population. Failure to meet post-marketing commitments and requirements, including completion of enrollment of—and in particular, any failure to obtain positive data from—any confirmatory studies required by the FDA, could result in negative regulatory action from the FDA and/or withdrawal of such accelerated approval. The recently enacted Food and Drug Omnibus Reform Act has expanded FDA’s expedited withdrawal procedures for drugs approved through the accelerated approval pathway if a sponsor fails to conduct any required post-approval study with due diligence.

The commercial success of Rezdiffra will depend on the degree of market acceptance by physicians, patients, third-party payors and others in the health care community.

Despite receiving FDA approval of Rezdiffra, our product may not gain, or over time may not retain, market acceptance by physicians, patients, third-party payors or others in the health care community. Rezdiffra was the first product approved by the FDA for the treatment of MASH. Accordingly, we must educate healthcare providers and patients on the risks of MASH and the potential clinical benefits and appropriate use of Rezdiffra. If Rezdiffra does not achieve and maintain an adequate level of acceptance, it is likely that we will not generate significant revenue or become profitable. The degree of market acceptance of Rezdiffra, which we launched in the United States early in the second quarter of 2024, is also dependent on a number of additional factors, including the following:

- the willingness of physicians to prescribe, and our target patient population to use, Rezdiffra;
- the pricing of Rezdiffra;
- the efficacy and potential advantages of Rezdiffra compared to other treatment regimens;
- the ability of patients to tolerate Rezdiffra;
- sufficient third-party insurance coverage and reimbursement;
- the ability of the patient to pay out-of-pocket costs for Rezdiffra;
- the timing of market introduction of competitive products and treatments; and
- any publicity concerning Rezdiffra or any potential competitive products.

Our efforts to educate physicians, patients, third-party payors and others in the health care community on the potential benefits of Rezdiffra will require significant resources and may not be successful.

If the sales and marketing capabilities we have established for the commercialization of Rezdiffra are not effective, Rezdiffra may not be successfully commercialized.

While many of our officers and employees have experience commercializing drug products with prior companies, we have never as an organization engaged in commercial activities prior to the approval of Rezdiffra. We have hired and trained a commercial team and developed the organizational infrastructure we believe we need to support the commercial

success of Rezdiffra, and we continue to invest time and financial resources in optimizing this infrastructure. Factors that may inhibit our efforts to maintain and further develop commercial capabilities include:

- an inability to retain an adequate number of effective commercial personnel;
- an inability to adequately train commercial personnel, who may have limited experience with our company or our product, to deliver a consistent message regarding Rezdiffra and be effective in educating physicians regarding its potential benefits;
- an inability to equip commercial field personnel with compliant and effective materials, including marketing literature to help them educate physicians and healthcare providers regarding Rezdiffra and educate payors on the safety, efficacy and effectiveness profile of Rezdiffra to support favorable coverage decisions; and
- unforeseen costs and expenses associated with maintaining and further developing an independent commercial organization.

If we are not successful in maintaining our commercial infrastructure, of if our commercial capabilities are not effective, we will encounter difficulty in achieving, maintaining or increasing projected sales of Rezdiffra, which would adversely affect our business and financial position.

We may become subject to unfavorable pricing regulations or third-party coverage and reimbursement policies, which would harm our business.

Our ability to successfully commercialize Rezdiffra and any future product candidate will depend in part on the extent to which coverage and reimbursement for these drugs and drug candidates and related treatments will be available from government authorities, private health insurers and other organizations. See the section titled "Business—Government Regulation—Coverage and Reimbursement" in this Annual Report for more information.

In the United States and markets in other countries, patients generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance. Our ability to successfully commercialize Rezdiffra and any additional products will depend in part on the extent to which coverage and adequate reimbursement for these products and related treatments will be available from government health administration authorities, private health insurers and other organizations. Government authorities and other third-party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels. In the United States, the principal decisions about reimbursement for new medicines are typically made by the Centers for Medicare & Medicaid Services ("CMS"), an agency within the U.S. Department of Health and Human Services ("HHS"). CMS decides whether and to what extent a new medicine will be covered and reimbursed under Medicare and private payors tend to follow CMS to a substantial degree. The availability of coverage and extent of reimbursement by governmental and private payors is essential for most patients to be able to afford treatments. Sales of these or other products that we may identify will depend substantially, both domestically and abroad, on the extent to which the costs of our products will be paid by health maintenance, managed care, pharmacy benefit and similar healthcare management organizations, or reimbursed by government health administration authorities, private health coverage insurers and other third-party payors. If coverage and adequate reimbursement is not available, or is available only to limited levels, we may not be able to successfully commercialize Rezdiffra or any other future product candidate. 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 a sufficient return on our investment.

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and other third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular drugs. Net prices for drugs may also be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for drugs. We cannot be sure that coverage will be available or maintained for Rezdiffra or any drug candidate that we commercialize and, if coverage is available, the level of reimbursement. Reimbursement may impact the demand for, or the price of, Rezdiffra or any future drug candidate for which we obtain marketing approval. If reimbursement is not available or is available only to limited levels, we may not be able to successfully commercialize Rezdiffra or any future drug candidate for which we obtain marketing approval. Many pharmaceutical manufacturers must also calculate and report certain price reporting metrics to the government, such as average sales price ("ASP") and best price. Penalties may apply

in some cases when such metrics are not submitted accurately and timely. Further, these prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs.

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

The pricing of pharmaceutical products has come under increasing scrutiny as part of a global trend toward healthcare cost containment. Resulting changes in healthcare law and policy, including recently enacted changes to Medicare, may impact our business in ways that we cannot currently predict, which could have a material adverse effect on our business and financial condition.

The United States and several foreign jurisdictions are considering, or have already enacted, a number of legislative and regulatory proposals to change the healthcare system in ways that could affect our ability to sell our products profitably. Among policy makers and payers in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access to healthcare. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives. We expect to experience pricing pressures in connection with the sale of any products that we develop due to the trend toward managed healthcare, the increasing influence of health maintenance organizations, and additional legislative proposals. See the section titled “Business—Government Regulation—U.S. Healthcare Reform” in this Annual Report for more information.

The continuing efforts of the government, insurance companies, managed care organizations and other payers of healthcare services to contain or reduce costs of healthcare may adversely affect:

- the demand for any of our product candidates, if approved;
- the ability to set a price that we believe is fair for any of our product candidates, if approved;
- our ability to generate revenues and achieve or maintain profitability;
- the level of taxes that we are required to pay; and
- the availability of capital.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical and biologic products. We cannot be sure whether additional legislative changes will be enacted, or whether FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by 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.

In addition to the ACA, the U.S. government continues to seek to adopt healthcare policies and reforms intended to curb healthcare costs, such as federal or state controls on payment for drugs (including under Medicare, Medicaid, and commercial health plans). The IRA among other things, establishes Medicare Part B and Part D inflation rebate schemes. Failure to timely pay a Part B or Part D inflation rebate is subject to a civil monetary penalty. The IRA also creates a drug price negotiation program under which the prices for Medicare units of certain high Medicare spend drugs and biologics without generic or biosimilar competition will be capped by reference to, among other things, a specified non-federal average manufacturer price, starting in 2026. Failure to comply with requirements under the drug price negotiation program is subject to an excise tax and/or a civil monetary penalty. The IRA further makes changes to the Medicare Part D benefit, including a limit on annual out-of-pocket costs, and a change in manufacturer liability under a new discount program which could negatively affect the profitability of our product candidates. Failure to pay a discount under this new program will be subject to a civil monetary penalty. Congress continues to examine various policy proposals that may result in pressure on

the prices of prescription drugs in the government health benefit programs. The IRA or other legislative changes could impact the market conditions for our product candidate.

Moreover, increasing efforts by governmental and third-party payors in the United States and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products and, as a result, they may not cover or provide adequate payment for our product candidates. There has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs.

We expect that the healthcare reform measures that have been adopted and 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 and could seriously harm our future revenues. 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 products.

Rezdiffra remains subject to ongoing regulatory review, and if we fail to comply with continuing regulations, we could lose our approval and the sale of Rezdiffra could be suspended.

Even though we received FDA accelerated approval for Rezdiffra, the manufacturing, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, sampling, and record keeping related to our product will remain subject to extensive regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMP regulations, and GCPs for any clinical trials that we conduct post-approval, all of which may result in significant expense and limit our ability to commercialize Rezdiffra. As such, we and our contract manufacturers will be subject to periodic review and inspections to assess compliance with cGMP and adherence to commitments made in any NDA or other marketing application and previous responses to inspection observations. For certain commercial prescription drug products, manufacturers and other parties involved in the supply chain must also meet chain of distribution requirements and build electronic, interoperable systems for product tracking and tracing and for notifying the FDA of counterfeit, diverted, stolen and intentionally adulterated products or other products that are otherwise unfit for distribution in the United States. Accordingly, we and others with whom we work must continue to expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production and quality control. The FDA may also require a REMS program as a condition of approval of Rezdiffra or any future product candidates, which could include requirements for a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools.

If we fail to comply with the regulatory requirements of the FDA and other applicable domestic and foreign regulatory authorities, or previously unknown problems with Rezdiffra, manufacturer, or manufacturing process are discovered, we could be subject to administrative or judicially imposed sanctions, including:

- restrictions on marketing or manufacturing of Rezdiffra;
- withdrawal of Rezdiffra from the market;
- holds on clinical trials;
- warning letters or untitled letters;
- civil or criminal penalties;
- fines;
- injunctions;
- product seizures or detentions;
- pressure to initiate voluntary product recalls;
- suspension or withdrawal of regulatory approvals; and
- refusal to approve supplements to approved applications.

If any of these events occur, our ability to sell Rezdiffra may be impaired, and we may incur substantial additional expense to comply with regulatory requirements, which could adversely affect our business, financial condition and results of operations.

Rezdiffra could develop unexpected safety or efficacy concerns, which would likely have a material adverse effect on us.

Rezdiffra was granted accelerated approval from the FDA based on 52-week data from the MAESTRO-NASH trial and additional safety data from the Phase 3 MAESTRO-NAFLD-1 and MAESTRO-NAFLD-OLE extensions trials. In the United States, Rezdiffra will now be used by more patients, potentially for longer periods of time, and we and others (including regulatory agencies and private payors) will collect extensive information on the efficacy and safety of Rezdiffra by monitoring its use in the marketplace. In addition, we are generating confirmatory data regarding the longer-term use of Rezdiffra in two ongoing trials. New safety or efficacy data from both market surveillance and our clinical trials may result in negative consequences including the following:

- Suspension or withdrawal of regulatory approval;
- Modification to product labeling or promotional statements, such as additional boxed or other warnings or contraindications, or the issuance of additional "Dear Doctor Letters" or similar communications to healthcare professionals;
- Required changes in the dosing of Rezdiffra;
- Imposition of additional post-marketing surveillance, post-marketing clinical trial requirements, distribution restrictions or other risk management measures, such as a REMS or a REMS with elements to assure safe use;
- Suspension or termination of ongoing clinical trials or refusal by regulators to grant full approval or approve pending marketing applications or supplements to approved applications;
- Suspension of, or imposition of restrictions on, our operations, including costly new manufacturing requirements with respect to Rezdiffra; and
- Voluntary or mandatory product recalls or withdrawals from the market and costly product liability claims.

Any of the foregoing circumstances could negatively impact Rezdiffra's market acceptance and would likely materially adversely affect our business.

We operate in a highly competitive and changing environment, and if we are unable to adapt to our environment, we may be unable to compete successfully.

The biopharmaceutical industry has undergone and is likely to continue to experience rapid and significant change. Our future success will depend in large part on our ability to maintain a competitive position with respect to these technologies and to obtain and maintain protection for our intellectual property. Compounds, products or processes that we develop may become obsolete before we recover any expenses incurred in connection with their development. We face substantial competition from pharmaceutical, biotechnology and other companies, universities and research institutions with respect to MASH, and will face substantial competition with respect to future product candidates we may develop in MASH and other disease areas. Relative to us, many of these entities have substantially greater capital resources, research and development staffs, facilities and experience in conducting clinical studies, obtaining regulatory approvals, and manufacturing and marketing pharmaceutical products.

While Rezdiffra is currently the only FDA approved drug for the treatment of MASH, there are over 150 drugs in development for the potential treatment of MASH by companies ranging in size from private biotech companies to large pharma organizations. See the section titled "Business—Competition" in this Annual Report for more information.

Our ability to compete successfully will depend on, among other things, our ability to:

- effectively commercialize Rezdiffra;
- discover and/or in-license medicines that are differentiated from other products in the market;
- obtain required regulatory approvals;
- obtain patent and/or proprietary protection for our products and technologies; and
- attract and retain high-quality research, development and commercial personnel.

If we are unable to compete successfully, it will materially adversely affect our business, financial condition, results of operations and prospects and the value of our common stock.

Rezdiffra was approved for treatment in a limited population of patients with MASH with moderate to advanced liver fibrosis, and additional clinical trials and regulatory applications will be required to expand its indication. We may not

be successful in these trials or in obtaining such regulatory approval, which may materially adversely affect our prospects and the value of our common stock.

The FDA granted accelerated approval of Rezdiffra for the treatment of MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). A key component to our corporate strategy is to expand the target patient population for Rezdiffra. We have fully enrolled our Phase 3 MAESTRO-NASH OUTCOMES trial. In this trial, we are evaluating progression to liver decompensation events in patients with compensated MASH cirrhosis treated with Rezdiffra versus placebo. A positive outcome is expected to support the full approval of Rezdiffra for noncirrhotic MASH and also expand the eligible patient population for Rezdiffra with an additional indication in patients with compensated MASH cirrhosis. We cannot guarantee positive results in this trial. If we are unable to expand the indication for use of Rezdiffra, our prospects and the value of our common stock may be materially adversely affected.

If we do not obtain regulatory approval of Rezdiffra in foreign jurisdictions, we will not be able to market Rezdiffra in other jurisdictions, which will limit our commercial revenues.

While Rezdiffra has been approved by the FDA for the treatment of noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis), it has not been approved in any other jurisdiction for this indication or for any other indication. In order to market Rezdiffra for other indications or in other jurisdictions, we must obtain regulatory approval for each of those indications and in each of the applicable jurisdictions, and we may never be able to obtain such approval. While our MAA for resmetirom for the treatment of MASH with liver fibrosis has been validated and is now under evaluation with the CHMP, no guarantee can be made that we will receive requisite marketing approvals. In order to market any products outside of the United States, we must establish and comply with numerous and varying regulatory requirements of other countries regarding clinical trial design, safety and efficacy. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Approval procedures vary among countries and can involve additional product testing and validation and additional administrative review periods. Seeking foreign regulatory approvals could result in significant delays, difficulties and costs for us and may require additional preclinical studies or clinical trials, which would be costly and time consuming. Regulatory requirements can vary widely from country to country and could delay or prevent the introduction of our products in those countries. Satisfying these and other regulatory requirements is costly, time consuming, uncertain and subject to unanticipated delays. In addition, our failure to obtain regulatory approval in any country may delay or have negative effects on the process for regulatory approval in other countries. If we fail to comply with regulatory requirements in international markets or to obtain and maintain required approvals, our target market will be reduced and our ability to realize the full market potential of Rezdiffra will be harmed.

Governments outside the United States tend to impose strict price controls, which may adversely affect our revenues, if any.

If our products are approved in foreign jurisdictions, we will be subject to pricing and reimbursement policies in those jurisdictions. In some countries, including countries in the EU, the pricing of prescription pharmaceuticals is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a drug. To obtain reimbursement or pricing approval in some countries, governmental authorities adopt a number of different methodologies for assessing drug costs and reimbursement levels. These include comparisons with currently available medicines for the same indication and/or cost effectiveness assessments as the basis for negotiation. If reimbursement of our drugs is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business, and in particular our European expansion efforts, could be materially harmed.

If the FDA or other applicable regulatory authorities approve generic products that compete with Rezdiffra, the sales of Rezdiffra would be adversely affected.

Once an NDA or marketing authorization application outside the United States is approved, the product covered thereby becomes a “listed drug” that can, in turn, be cited by potential competitors in support of approval of an abbreviated new drug application in the United States or equivalent marketing authorization application outside the United States. Agency regulations and other applicable regulations and policies provide incentives to manufacturers to create modified, non-infringing versions of a drug to facilitate the approval of an abbreviated new drug application or other application for generic substitutes in the United States and in nearly every pharmaceutical market around the world. These manufacturers might only be required to conduct a relatively inexpensive study to show that their product has the same active ingredient(s), dosage form, strength, route of administration and conditions of use, or labeling, as our product and that the generic product is bioequivalent to our product, meaning it is absorbed in the body at the same rate and to the same extent as our product. These generic equivalents, which must meet the same quality standards as branded pharmaceuticals, would

be significantly less costly than our product to bring to market, and companies that produce generic equivalents are generally able to offer their products at lower prices. Thus, after the introduction of a generic competitor, a significant percentage of the sales of any branded product are typically lost to the generic product. Accordingly, competition from generic equivalents to Rezdiffra would materially adversely affect our future revenue, profitability and cash flows and substantially limit our ability to obtain a return on the investments we have made.

We currently rely on a limited number of specialty pharmacies for distribution of Rezdiffra in the United States, and the loss of one or more of these specialty pharmacies or their failure to effectively distribute Rezdiffra could materially harm our business.

Rezdiffra is currently only available for distribution through a limited number of specialty pharmacies in the United States. These specialty pharmacies account for all of our revenue. A specialty pharmacy is a pharmacy that specializes in the dispensing of medications for complex or chronic conditions that often require a high level of patient education and ongoing management. The use of specialty pharmacies involves certain risks, including, but not limited to, risks that these specialty pharmacies:

- may not serve a significant portion of our expected patient population;
- may not provide us accurate or timely information regarding their inventories, the number of patients using Rezdiffra or complaints about Rezdiffra;
- reduce their efforts or discontinue to sell or support Rezdiffra, particularly if competing therapies enter the marketplace;
- do not devote the resources necessary to sell Rezdiffra or support patients;
- are be unable to satisfy financial obligations to us or others; or
- will cease operations.

If one or more of our specialty pharmacies do not fulfill their contractual obligations to us, or refuse or fail to adequately serve patients, or their agreements are terminated without adequate notice, shipments of Rezdiffra, and associated revenues, could be adversely affected. We expect that it would take a significant amount of time if we were required to replace one or more of our specialty pharmacies. In addition, if we determine to modify our distribution strategy, we may experience disruptions in the distribution of Rezdiffra, which could adversely impact our business.

If estimates of the size of the potential market for Rezdiffra is overstated or data we have used to identify physicians is inaccurate, our ability to earn revenue to support our business could be materially adversely affected.

We have relied on external sources, including market research funded by us and third parties, and internal analyses and calculations to estimate the potential market opportunities for Rezdiffra. The externally sourced information used to develop these estimates has been obtained from sources we believe to be reliable, but we have not verified the data from such sources, and their accuracy and completeness cannot be assured. With respect to Rezdiffra, our internal analyses and calculations are based upon management's understanding and assessment of numerous inputs and market conditions. These understandings and assessments necessarily require assumptions subject to significant judgment and may prove to be inaccurate. As a result, our estimates of the size of these potential market for Rezdiffra could prove to be overstated, perhaps materially.

In addition, we are relying on third-party data to identify the physicians who treat the majority of MASH patients in the United States and to determine how to deploy our resources to market to those physicians; however, we may not be marketing to the appropriate physicians and may therefore be limiting our market opportunity.

In addition, our market opportunity could be reduced if a regulator limits the proposed treatment population for any future product candidate, similar to the limited population for which Rezdiffra was approved. In either circumstance, even if we obtain regulatory approval, we may be unable to commercialize the product on a scale sufficient to generate significant revenue from such product candidates, which could have a material adverse effect on our business, financial condition, results of operations and prospects and the value of our common stock.

Product liability lawsuits brought against us could cause us to incur substantial liabilities and could limit commercialization of Rezdiffra or any future product candidates that we may develop.

We face an inherent risk of product liability lawsuits related to the testing of any product candidates in human clinical trials and an even greater risk in connection with the commercialization of Rezdiffra. Product liability claims may be brought against us or our partners by participants enrolled in our clinical trials, patients, healthcare providers or others

using, administering or selling any approved product. If we cannot successfully defend ourselves against any such claims, we may incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for Rezdiffra or any of our future approved products;
- injury to our reputation;
- withdrawal of clinical trial participants;
- termination of clinical trial sites or entire trial programs;
- significant litigation costs;
- substantial monetary awards to or costly settlements with patients or other claimants;
- product recalls or a change in the indications for which products may be used;
- loss of revenue;
- diversion of management and scientific resources from our business operations; and
- the inability to commercialize our product candidates.

We are highly dependent upon consumer perceptions of us and the safety and quality of Rezdiffra and any future product we commercialize. We could be adversely affected if we are subject to negative publicity. We could also be adversely affected if any of our products or any similar products distributed by other companies prove to be, or are asserted to be, harmful to patients. Also, because of our dependence upon consumer perceptions, any adverse publicity associated with illness or other adverse effects resulting from patients' use or misuse of our products or any similar products distributed by other companies could have a material adverse impact on our results of operations.

Although we maintain product liability insurance coverage, it may not be adequate to cover all liabilities that we may incur. We anticipate that we may need to further increase our insurance coverage as we begin additional clinical trials or if we successfully commercialize additional drug candidates. Insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

Risks Related to Product Development and Regulatory Approval

Pharmaceutical research and development is very expensive, time-consuming and difficult to design and implement and involves uncertain outcomes. Furthermore, the results of preclinical studies and earlier clinical trials are not always predictive of future results. Any product candidate that we advance into clinical trials may not have favorable results in later clinical trials or receive regulatory approval.

Drug development is an expensive, high-risk, lengthy, complicated, resource intensive process. In order to successfully develop products, we must, among other things:

- identify potential product candidates;
- submit for and receive regulatory approval to perform clinical trials;
- conduct appropriate preclinical and clinical trials, including confirmatory clinical trials, according to good laboratory practices and good clinical practices and disease-specific expectations of the FDA and other regulatory bodies;
- select and recruit clinical investigators and subjects for our clinical trials;
- obtain and correctly interpret data establishing adequate safety of our product candidates and demonstrating with statistical significance that our product candidates are effective for their proposed indications, as indicated by the achievement of specified endpoints;
- receive regulatory approvals for marketing;
- manufacture the product candidates according to cGMP and other applicable standards and regulations.

We will be required to demonstrate through adequate and well-controlled clinical trials that our product candidates are safe and effective, with a favorable benefit-risk profile, for use in our target indications before we can seek regulatory approvals for commercial sale. Clinical trials are expensive, difficult to design and implement, can take many years to complete and are uncertain as to outcome. Delay or failure can occur at any stage of development, including after commencement of any of our clinical trials. In addition, success in early clinical trials does not mean that later clinical trials will be successful, because later-stage clinical trials may be conducted in broader patient populations and involve different study designs. Furthermore, our ongoing and future trials will need to demonstrate sufficient safety and efficacy in large

patient populations for approval by regulatory authorities. Companies frequently suffer significant setbacks in advanced clinical trials, even after earlier clinical trials have shown promising results, and we cannot be certain that we will not face similar setbacks. 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 products. In addition, only a small percentage of drugs under development result in the submission of an NDA to the FDA and even fewer are approved for commercialization.

We cannot be certain that any of our ongoing or future clinical trials will be successful, and any safety concerns observed in any one of our clinical trials in our targeted indications could limit the prospects for regulatory approval of our product candidates in those and other indications.

In addition, there are many other difficulties and uncertainties inherent in pharmaceutical research and development that could significantly delay or otherwise materially impair our ability to develop future product candidates, including the following:

- conditions imposed by regulators, ethics committees or institutional review boards for preclinical testing and clinical trials relating to the scope or design of our clinical trials, including selection of endpoints and number of required patients or clinical sites;
- restrictions placed upon clinical trials and clinical trial sites, including with respect to potential clinical holds or suspension or termination of clinical trials due to, among other things, potential safety or ethical concerns or noncompliance with regulatory requirements;
- failure by third-party contractors, contract research organizations, clinical investigators, clinical laboratories, or suppliers to comply with regulatory requirements or meet their contractual obligations in a timely manner; and
- greater than anticipated cost of our clinical trials.

Failure to successfully develop future product candidates for any of these reasons may materially adversely affect our business, financial condition, results of operations and prospects and the value of our common stock.

If we fail to develop and commercialize other product candidates, we may be unable to grow our business.

We plan to evaluate the development and commercialization of therapies beyond Rezdiffra. We may choose to in-license or acquire other product candidates as well as commercial products to treat patients suffering from disorders with high unmet medical needs and limited treatment options. These other product candidates may require additional, time-consuming development efforts prior to commercial sale, including preclinical studies, clinical trials and approval by the FDA and/or applicable foreign regulatory authorities. All product candidates are prone to the risks of failure that are inherent in pharmaceutical product development, including the possibility that the product candidate will not be shown to be sufficiently safe and effective for approval by regulatory authorities. In addition, we cannot assure you that any such products that are approved will be manufactured or produced economically, be successfully commercialized, be widely accepted in the marketplace, or be more effective than other commercially available alternatives.

Interim, topline and preliminary data from our clinical trials that we announce or publish from time to time may change as more data become available, may be interpreted differently if additional data are disclosed, 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 preliminary or topline data from our clinical trials, which may be based on a preliminary analysis of data in a summary or topline format, and the results and related findings may change as additional data become available, may be interpreted differently if additional data are disclosed at a later time and are subject to audit and verification procedures that could result in material changes in the final data. If additional results from our clinical trials are not viewed favorably, our ability to obtain approval for and commercialize our approved drug and drug candidates, our business, operating results, prospects, or financial condition may be harmed and our stock price may decrease.

We make assumptions, estimates, 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 preliminary or topline results that we report may differ from future results of the same trials, or different conclusions or considerations may qualify such results, once additional data have been disclosed and/or are received and fully evaluated. Such data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we published. As a result, preliminary and topline data should be viewed with caution until the final data are available. We may also disclose interim data from our 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. Differences between preliminary or interim data and final data could significantly harm our business prospects.

Further, other parties, 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 particular program or commercialization of the particular drug candidate or product, and our business in general. In addition, in regards to the information we publicly disclose regarding a particular study or clinical trial, such as topline data, others may not agree with what we determine is the material or otherwise appropriate information to include in such disclosure, and any information we determine not to disclose, or to disclose at a later date, such as at a medical meeting may ultimately be deemed significant with respect to future decisions, conclusions, views, activities, or otherwise regarding a particular drug, drug candidate, or our business. If the topline data that we report differ from actual results or are interpreted differently once additional data are disclosed at a later date, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for and commercialize our drug candidates, our business, operating results, prospects, or financial condition may be harmed or our stock price may decline.

If clinical trials or regulatory approval processes are prolonged, delayed or suspended, we may be unable to advance the development of or commercialize our product candidates on a timely basis, which would require us to incur additional costs and delay our receipt of any revenue from potential product sales.

We cannot predict whether we will encounter problems with any of our completed, ongoing or planned clinical trials that will cause us or any regulatory authority to delay, suspend, or terminate those clinical trials or delay the analysis of data derived from them. A number of events, including but are not limited to any of the following, could delay or impede completely the completion of our ongoing and planned clinical trials and negatively affect our ability to obtain regulatory approval for, and to market and sell, a particular product candidate:

- conditions imposed on us by the FDA or other regulatory authorities regarding the scope or design of our clinical trials;
- insufficient supply of our product candidates or other materials necessary to conduct and complete our clinical trials;
- slow enrollment and retention rate of subjects in our clinical trials;
- challenges in identifying or recruiting sufficient trial sites or investigators for clinical trials; and
- serious and unexpected drug-related side effects related to the product candidate being tested.

Commercialization of any future product candidates may be delayed by the imposition of additional conditions on our clinical trials by the FDA or any other applicable foreign regulatory authority or the requirement of additional supportive trials by the FDA or such foreign regulatory authority.

We do not know whether our ongoing clinical trials will need to be restructured, will enroll an adequate number of patients on time, or will be completed on schedule, if at all, or whether future clinical trials will begin as planned or have similar future challenges. Delays in the initiation, enrollment or completion of our clinical trials will result in increased development costs for our product candidates, and our financial resources may be insufficient to fund any incremental costs. In addition, if our clinical trials are delayed, our competitors may be able to bring products to market before we do and the commercial viability of our product candidates could be limited.

If we inadvertently fail to comply with foreign regulatory requirements governing human clinical trials and marketing approval for drugs, we could be prevented from selling our drug candidates in foreign markets, which may adversely affect our operating results and financial condition.

The requirements governing the conduct of clinical trials, product licensing, pricing, and reimbursement for marketing products outside the United States vary greatly from country to country and may require additional testing. We expect that our future clinical development of our drug candidates will involve a number of clinical trials in foreign jurisdictions, particularly in Europe. We have limited experience in obtaining foreign regulatory approvals. The time required to obtain approvals outside the United States may differ from that required to obtain FDA approval. We may not obtain foreign regulatory approvals on a timely basis, if at all. Approval by the FDA does not guarantee approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. Failure to comply with these regulatory requirements or obtain required approvals could impair our ability to develop foreign markets for our drug candidates and may have a material adverse effect on our results of operations and financial condition.

We depend on enrollment of patients in our clinical trials. If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

Identifying and qualifying patients to participate in clinical trials is critical to our success. We may not be able to initiate, continue, or complete clinical trials required by the FDA or foreign regulatory agencies if we are unable to locate, enroll and maintain a sufficient number of eligible patients to participate. The timing to conduct and complete clinical trials, is affected by many factors, including the size and nature of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the design of the clinical trial, competing clinical trials, and clinicians' and patients' perceptions as to the potential advantages and disadvantages of the product candidate being studied in relation to other available therapies. Delays in patient enrollment for our clinical trials could increase costs and delay commercialization and sales, if any, of our products. With respect to our MAESTRO-NASH OUTCOMES trial, our inability to maintain a sufficient number of eligible patients enrolled in the trial could restrict our ability to commercialize Rezdiffra in a broader population of patients with noncirrhotic MASH. Once enrolled, patients may elect to discontinue participation in a clinical trial at any time. For example, patients in our ongoing MAESTRO-NASH trial may elect to discontinue their participation in the trial now that Rezdiffra is an approved product and is commercially available. If patients elect to discontinue participation in our clinical trials at a higher rate than expected, we may be unable to generate the data required by regulators for approval.

Breakthrough therapy or priority review by the FDA for any product candidate may not lead to faster development, regulatory review or approval processes, and it does not increase the likelihood that our product candidates will receive marketing approval.

We may seek breakthrough therapy designation or priority review for future product candidates if supported by the results of clinical trials. A breakthrough therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, where preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. Priority review is intended to speed the FDA marketing application review timeframe for drugs that treat a serious condition and, if approved, would provide a significant improvement in safety or effectiveness.

For drugs that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development. Sponsors of drugs that are breakthrough therapies may also be able to submit marketing applications on a rolling basis, meaning that the FDA may review portions of a marketing application before the sponsor submits the complete application to the FDA, if the sponsor pays the user fee upon submission of the first portion of the marketing application. For applications that receive priority review, the FDA's marketing application review goal is shortened to six months, as opposed to ten months under standard review.

Designation as a breakthrough therapy or priority review product is within the discretion of the regulatory agency. Accordingly, even if we believe one of our future product candidates meets the criteria for designation as a breakthrough therapy or priority review product, the agency may disagree and instead determine not to make such designation. In any event, the receipt of such a designation for a product candidate may not result in a faster development process, review or approval compared to drugs considered for approval under conventional regulatory procedures and does not assure ultimate marketing approval by the agency. In addition, regarding breakthrough therapies, the FDA may later decide that the products no longer meet the conditions for qualification as a breakthrough therapy or, for priority review products, decide that the period for FDA review or approval will not be shortened.

Risks Related to our Business Operations, Employee Matters and Managing Growth

We are dependent upon retaining and attracting key personnel, the loss of whose services could materially adversely affect our business, financial condition, results of operations, prospects and the value of our common stock.

We are highly dependent on principal members of our senior management team and our scientific, clinical, sales and medical staff. These executives and employees each have significant pharmaceutical industry experience. The loss of any senior member of our management team or scientific and commercial staff could have a material adverse effect on our business and stock price. Our management and other employees may voluntarily terminate their employment with us at any time. The loss of the services of these or other key personnel, or the inability to attract and retain additional qualified personnel, could result in delays to development or approval of any future product candidates, loss of sales of Rezdiffra or any future product, if approved, and diversion of management resources. Competition for qualified personnel is intense, and the process of hiring and integrating such qualified personnel is often lengthy. We may be unable to recruit such personnel on a timely basis, if at all, which would negatively impact our development and commercialization programs.

Our employees, contractors, vendors and partners may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading laws, which could cause significant liability for us and harm our reputation.

We are exposed to the risk of fraud or other misconduct by our employees, contractors, vendors or partners. Misconduct by these parties could include failures to comply with FDA regulations, to provide accurate information to the FDA, to comply with federal and state healthcare fraud and abuse laws and regulations, to report financial information or data timely, completely or accurately, or to disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare 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. Third-party misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a Code of Business Conduct and Ethics, but it is not always possible to identify and deter misconduct, and the precautions we take to detect and prevent misconduct 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 resulting from this misconduct and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant fines or other sanctions.

We expect to continue to expand our development and commercialization capabilities, and as a result, we may encounter challenges in managing our growth, which could disrupt our operations.

We are in the process of expanding our commercial operations in Europe for Rezdiffra, if approved, and are seeking to expand our development pipeline. We expect to continue to experience growth in the number of our employees and the scope of our operations, particularly in the areas of drug development, regulatory affairs, quality, commercial compliance, medical affairs, and sales and marketing. For example, we plan to hire additional personnel to support the commercialization of Rezdiffra in Europe, subject to requisite regulatory approvals. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. We may not be able to effectively manage the expansion of our operations, which could delay the execution of our business plans or disrupt our operations.

Our failure to successfully in-license, acquire, develop and market additional product candidates or approved products could impair our ability to grow our business.

As part of our business strategy, we may effect acquisitions or licenses to obtain additional businesses, products, technologies, capabilities or personnel. The success of this strategy depends partly upon our ability to identify and select promising pharmaceutical product candidates, negotiate licensing or acquisition agreements with their current owners and finance these arrangements. The process of proposing, negotiating and implementing a license or acquisition of a product candidate is lengthy and complex. Other companies, including some with substantially greater financial and other resources, may compete with us for the license or acquisition of product candidates. Moreover, we may devote resources to potential acquisitions or licensing opportunities that are never completed, or we may fail to realize the anticipated benefits of such efforts. Additionally, we may not be able to acquire the rights to additional product candidates on terms that we find acceptable, or at all.

Any strategic transactions we enter into may not be clinically or commercially successful, and may require financing or a significant amount of cash, which could adversely affect our business.

Entering into strategic transactions involves a number of operational risks, including:

- failure to achieve expected synergies;
- the possibility that our acquired technologies, products and product candidates may not be clinically or commercially successful;
- difficulty and expense of assimilating the operations, technology and personnel of any acquisition;
- the inability to maintain any acquired company's relationship with key third parties, such as alliance partners; and
- diversion of our management's attention from our core business.

We also may enter into collaborative relationships that would involve our collaborators conducting proprietary development programs. Disagreements with collaborators may develop over the rights to our intellectual property, and any conflict with our collaborators could limit our ability to obtain future collaboration agreements and negatively influence our relationship with existing collaborators. If we make one or more significant acquisitions or enter into a significant collaboration in which the consideration includes cash, we may be required to use a substantial portion of our available cash or need to raise additional capital, which could adversely affect our financial condition.

We may enter into out-licenses or pursue collaborative relationships with entities in foreign jurisdictions outside of the United States and Europe.

We may enter into out-licenses or agreements to collaborate with partners outside the United States and Europe for the development and commercialization of Rezdiffra and any other future product candidate. In order to access these markets, we may enter into licenses or other arrangements with third parties on terms that may be unfavorable to us. These arrangements may involve us relinquishing control and certain other valuable rights, such as development rights and future revenue streams, related to our technologies. These relationships may result in disagreements with our collaborators and partners which could delay development and commercialization activities and distract us from our ongoing business operations.

In addition, these relationships may subject us to certain risks related to intellectual property protection and enforcement. Less strict enforcement of intellectual property rights in some jurisdictions outside of the in the United States and Europe may lead to difficulties enforcing contractual terms intended to protect intellectual property rights in such jurisdictions. For this reason, if there are disputes with collaborators in certain jurisdictions over the interpretation of contractual provisions or with respect to rights to intellectual property developed as part of a collaboration program, we may not prevail and may therefore have less well-protected intellectual property rights than we would have foreseen in such jurisdiction. Less well-protected intellectual property rights may leave us at a competitive disadvantage or more readily allow the marketing of competing products in foreign jurisdictions.

Unfavorable geopolitical conditions may subject us to further risks with respect to out-licenses or collaborations with partners outside the United States. Geopolitical actions by the United States or foreign jurisdictions may result in new restrictions on our ability to out-license our technology to certain jurisdictions or engage in cross-border transfers. Geopolitical conflicts could have an adverse impact on collaborators located in jurisdictions involved in such conflicts, which could in turn disrupt or otherwise adversely impact the development of collaboration programs. Future geopolitical developments, including potential deterioration in bilateral relationships between the United States and other jurisdictions, could also have a negative impact on our ability to enter into or maintain agreements with collaborators located in certain jurisdictions outside of the United States.

We enter into various contracts in the normal course of our business in which we indemnify the other party to the contract. In the event we have to perform under these indemnification provisions, such performance could have a material adverse effect on our business, financial condition and results of operations.

In the normal course of business, we periodically enter into academic, commercial, service, collaboration, licensing, consulting and other agreements that contain indemnification provisions. With respect to our academic and other research agreements, we typically indemnify the institution and related parties from losses arising from claims relating to the products, processes or services made, used, sold or performed pursuant to the agreements for which we have secured licenses and from claims arising from our or our potential sublicensees' exercise of rights under the agreements. With respect to our commercial agreements, we indemnify our vendors from any third-party product liability claims that could result from the production, use or consumption of our product, as well as for alleged infringements of any patent or other intellectual property right by a third party.

Should our obligation under an indemnification provision exceed applicable insurance coverage or if we are denied insurance coverage, our business, financial condition and results of operations could be adversely affected. Similarly, if we are relying on a collaborator to indemnify us and the collaborator is denied insurance coverage or the

indemnification obligation exceeds the applicable insurance coverage, and if the collaborator does not have other assets available to indemnify us, our business, financial condition and results of operations could be adversely affected.

Risks Related to Our Dependence on Third Parties

If the third parties on which we rely for the conduct of our clinical trials and results do not perform our clinical trial activities in accordance with GCP and related regulatory requirements, we may be unable to obtain regulatory approval for our product candidates or commercialize our products.

We use third-party service providers to conduct and oversee our clinical trials and expect to continue to do so for the foreseeable future. We rely heavily on these parties for successful execution of our clinical trials. Nonetheless, we are responsible for confirming that each of our clinical trials is conducted in accordance with FDA requirements and our general investigational plan and protocol.

The FDA requires us and our third-party service providers to comply with GCP for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible and accurate, and that the trial participants are adequately protected. Our reliance on third parties that we do not control does not relieve us of these responsibilities and requirements.

Third parties may not complete activities on schedule or may not conduct our clinical trials in accordance with regulatory or GCP requirements or the respective trial plans and protocols. In addition, third parties may not be able to repeat their past successes in clinical trials. The failure of these third parties to carry out their obligations could delay or prevent the development and approval of our product candidates and commercialization of our products or result in enforcement action against us.

If our relationship with these third-party providers terminates, we may not be able to enter into arrangements with alternative providers or do so on commercially reasonable terms. Switching or adding additional third-party providers involves substantial cost and requires management time and focus, and could delay development and commercialization of our product candidates and approved products. Though we intend to carefully manage our relationships with our third-party providers, we may encounter challenges or delays in the future and any such delays or challenges may have a negative impact on our business and financial condition.

We have relied on, and expect to continue to rely on, third-party manufacturers to produce Rezdiffra and any future product candidates.

We do not own or operate manufacturing facilities for the production of clinical or commercial quantities of Rezdiffra or any future product candidates, and we lack the resources and the capabilities to do so. As a result, we currently rely, and expect to rely on third-party manufacturers to supply our product candidates for our clinical trials as well as our commercial supply of Rezdiffra. Reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured our product candidates or products ourselves. For example, if we do not maintain our key manufacturing relationships, we may fail to find replacement manufacturers or develop our own manufacturing capabilities, which could negatively impact our commercial operations or delay or impair our ability to obtain regulatory approval for our product candidates and substantially increase our costs or deplete profit margins, if any. If we do find replacement manufacturers, we may not be able to enter into agreements with them on terms and conditions favorable to us and there could be a substantial delay before new facilities could be qualified and registered with the FDA and other foreign regulatory authorities.

Even if we are able to establish and maintain arrangements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- manufacturing delays if our third-party manufacturers give greater priority to the supply of other products over Rezdiffra or any other future product candidates or otherwise do not satisfactorily perform according to the terms of the agreement between us;
- limitations on supply availability resulting from capacity and scheduling constraints of third-parties, or as a result of economic or political developments, including the ongoing conflicts in Ukraine and the Middle East and global economic instability;
- the possible breach of manufacturing agreements by third-parties because of factors beyond our control;
- the possible termination or non-renewal of the manufacturing agreements by a third-party, at a time that is costly or inconvenient to us; and

- the possible misappropriation of our proprietary information, including our trade secrets and know-how.

The FDA and other foreign regulatory authorities require manufacturers to register manufacturing facilities. The FDA and corresponding foreign regulators also inspect these facilities to confirm compliance with cGMPs. Contract manufacturers may face manufacturing or quality control problems that may cause drug substance production and shipment delays or may cause contractors not to be able to maintain compliance with the applicable cGMP requirements. Any failure to comply with cGMP requirements or other FDA, EMA, or comparable foreign regulatory requirements could adversely affect our clinical research activities and our ability to develop our product candidates and market our products following approval, including Rezdiffra.

Our current and anticipated future dependence upon others for the manufacture of Rezdiffra and any future product candidate may adversely affect our future profit margins, if any, and our ability to develop our product candidates and commercialize any products that receive regulatory approval on a timely basis.

If any third-party manufacturer of Rezdiffra or any other future product candidates is unable to increase the scale of its production of such product or product candidates or increase the product yield of its manufacturing, then our costs to manufacture such product or product candidate may increase and any commercialization may be delayed.

In order to produce sufficient quantities to meet the demand for our clinical trials and commercialization of Rezdiffra in the United States and any subsequent commercialization of Rezdiffra in other jurisdictions, if approved, or any other future product candidates that we may develop, our third-party manufacturers will be required to increase their production and optimize their manufacturing processes while maintaining the quality of the product. The transition to larger scale production could be difficult. In addition, if our third party manufacturers are not able to optimize their manufacturing processes to increase the product yield for Rezdiffra or any other future product candidates, or if they are unable to produce increased amounts of such product candidates while maintaining the quality of the product and compliance with cGMPs, then we may not be able to meet the demands of clinical trials or market demands, which could decrease our ability to generate profits and have a material adverse impact on our business and results of operation.

Risks Related to Our Financial Position and Need for Capital

We have a limited operating history and currently only have one commercial product, Rezdiffra in the United States, which may make it difficult to evaluate the prospects for our future viability.

We are still in the relatively early stages of our transition from a clinical-stage to a commercial-stage company. Our operations to date have been primarily limited to conducting research and development activities, including preclinical studies and clinical trials and, more recently, preparing for commercialization of and commercializing Rezdiffra. We have not yet demonstrated an ability to generate significant revenues on a long term sustained basis, or to conduct sales and marketing activities necessary for successful longer term product commercialization. Initial sales of Rezdiffra may not be predictive of long-term commercial results.

We may encounter unforeseen expenses, difficulties, complications, delays and other known or unknown factors in achieving our business objectives. Accordingly, you should consider our prospects in light of the costs, uncertainties, delays and difficulties frequently encountered by companies in the early commercial stage, especially pharmaceutical companies such as ours. Any predictions you make about our future success or viability may not be as accurate as they could be if we had a longer operating history with these activities.

We have a history of operating losses, expect to incur operating losses in the future and may never achieve or maintain profitability.

As of December 31, 2024, we had an accumulated deficit of $1,802.2 million. Losses have principally resulted from costs incurred from our commercialization efforts, in our preclinical studies and clinical trials, research and development programs and from our selling, general and administrative expenses. As of December 31, 2024, we had cash, cash equivalents, restricted cash and marketable securities of approximately $931.3 million. Despite our recent launch of Rezdiffra in the United States, we expect to continue to incur operating losses as we:

- support our sales and marketing efforts for Rezdiffra in the United States;
- fulfill our post-marketing commitments and clinical trials of Rezdiffra, as required by the FDA;
- initiate or continue clinical trials of any future product candidates;
- seek to acquire or in-license additional product candidates;

- seek regulatory approvals and, if approved, commercialize Rezdiffra in foreign markets;
- add operational, financial and management information systems and personnel, including personnel to support commercialization of Rezdiffra and product candidate development and to help us comply with our obligations as a public company; hire and retain additional personnel, such as clinical, quality control, scientific, commercial and administrative personnel;
- maintain, expand and protect our intellectual property portfolio; and
- add equipment and physical infrastructure to support our research and development.

We may never achieve profitability. Furthermore, even if we achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Because of the numerous risks and uncertainties associated with developing and commercializing Rezdiffra and any future product candidates, we are unable to predict the extent of any future losses or when we will become profitable, if ever.

We have a limited history of recognizing revenue from product sales and may not be able to achieve or maintain long-term sustainable profitability.

Our ability to generate revenue and achieve profitability depends on our ability to successfully obtain and maintain the regulatory approvals necessary to commercialize our products, including our commercialization of Rezdiffra in the United States. Our ability to recognize revenues from product sales depends heavily on our success in:

- obtaining and delivering supply of Rezdiffra;
- satisfying post-marketing requirements;
- obtaining reimbursement for our product from private insurance or government payors;
- completing research, preclinical studies and clinical development of any future product candidates;
- seeking and obtaining full U.S. approvals and foreign marketing approvals for Rezdiffra and for other product candidates for which we may complete clinical trials;
- obtaining and maintaining market acceptance of our product and any product candidates, if approved;
- launching and commercializing product candidates for which we obtain marketing approval;
- addressing any competing technological and market developments;
- implementing additional internal systems and infrastructure;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter;
- maintaining, defending, protecting and expanding our portfolio of intellectual property rights, including patents, trade secrets and know-how; and
- attracting, hiring and retaining qualified personnel.

Other than Rezdiffra in the United States, we have not yet launched any other approved products for commercial sale. We anticipate continuing to incur significant costs associated with seeking full approval of Rezdiffra in the United States and the commercialization of Rezdiffra, and even if another product candidate we may develop is approved for commercial sale, we anticipate incurring significant costs associated the commercialization of any such approved product candidate. Even though we have begun to generate revenues from the sale of Rezdiffra, we may not be able to achieve or maintain long-term sustainable profitability unless Rezdiffra is fully approved in the United States and is approved in other jurisdictions or for additional indications or our future product candidates are approved. Because of the uncertainties and risks associated with these activities, we are unable to accurately and precisely predict the timing and amount of revenues, the extent of any future losses or if we might sustain profitability.

Our failure to remain profitable may depress the market price of our common stock and could impair our ability to raise capital, expand our business, diversify our product offerings or continue our operations. If we suffer losses as we have in the past, investors may not receive any return on their investment and may lose their entire investment.

We may need to raise additional capital to fund our operations, but we face uncertainties with respect to our ability to access capital. If we are unable to raise capital if and when needed, we could be forced to delay, reduce or eliminate our drug development activities or commercialization efforts.

Our operations have consumed substantial amounts of capital since our inception and we may require additional working capital in the future. We expect to use substantial financial resources to, among other things, commercialize Rezdiffra, conduct additional trials and seek regulatory approvals, establish commercialization capabilities in Europe and fund potential strategic transactions. The amount and timing of any expenditure needed to fund our operations will depend on numerous factors, including:

- the costs associated with commercializing Rezdiffra in the United States;
- the type, number, scope, progress, expansion costs, results of and timing of our ongoing and future clinical trials or the need for additional clinical trials;
- the costs of obtaining, maintaining and enforcing our patents and other intellectual property rights;
- the timing and costs of maintaining marketing approvals for Rezdiffra in the United States;
- our ability to receive marketing approval for Rezdiffra in Europe;
- the number of other product candidates that we may pursue and such product candidates' development requirements;
- the timing of obtaining regulatory approval for any potential future product candidates;
- the costs and timing of obtaining or maintaining manufacturing for Rezdiffra;
- the costs and timing of building and maintaining our commercial infrastructure;
- the terms and timing of establishing and maintaining collaborations, license agreements and other strategic transactions;
- our headcount growth and associated costs as we expand our research and development efforts, increase our office space and establish a commercial infrastructure;
- costs associated with any new product candidates that we may develop, in-license or acquire;
- the effect of competing technological and market developments; and
- the ongoing costs of operating as a public company.

Some of these factors are outside of our control. These and other circumstances may cause us to delay certain research activities and related clinical expenses, but such delays will not alter our need to raise additional funding. As a result, we may need to raise substantial additional funds in the future. We may seek additional funding through future debt and equity financings, as well as potential additional collaborations or strategic partnerships with other companies or through non-dilutive financings. Additional funding may not be available to us on acceptable terms, or at all. In addition, the terms of any financing may adversely affect the holdings or the rights of our stockholders or have a potential restrictive effect on how we operate our business. In addition, market perception that we need to issue additional shares, the issuance of additional shares by us, or the possibility of such issuance, may cause the market price of our shares to decline.

If we are unable to obtain additional funding on a timely basis, our business may be materially and adversely affected. We also could be required to seek funds through arrangements with collaborative partners or otherwise that may require us to relinquish rights to our product candidates or otherwise agree to terms unfavorable to us.

Our quarterly and annual operating results may fluctuate in the future. As a result, we may fail to meet or exceed the expectations of research analysts or investors, which could cause our stock price to decline and negatively impact our financing or funding ability, as well as negatively impact our ability to exist as a standalone company.

Our financial condition and operating results have varied in the past and will continue to fluctuate from quarter-to-quarter and year-to-year in the future due to a variety of factors, many of which are beyond our control, such that the results of any of our prior quarterly or annual periods should not be relied upon as indications of our future operating performance. Additionally, a period-to-period comparison of our results of operations may not be a good indication of our future performance. In any particular quarter or quarters, our operating results could be below the expectations of securities analysts or investors, which could cause our stock price to decline.

Our Loan and Security Agreement contains restrictive and financial covenants that may limit our operating flexibility.

On May 6, 2022, we and our subsidiary, Canticle Pharmaceuticals, Inc. ("Canticle") entered into a Loan and Security Agreement with Hercules Capital, Inc. ("Hercules"), as amended on February 3, 2023 and August 22, 2024 (as amended, the "Loan Agreement"), providing for an aggregate of $250.0 million in term loans that will be available to us in four tranches subject to the conditions set forth in the Loan Agreement (collectively, the "Term Loans"). Our obligations under the Loan Agreement are secured by a security interest in substantially all of our assets, other than intellectual property. Until we have repaid such indebtedness, the Loan Agreement subjects us to various terms, conditions and covenants. These include financial reporting obligations, and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets), investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes, and deposit accounts. Additionally, the Loan Agreement contains affirmative and restrictive financial covenants, including maintenance of a minimum cash, cash equivalents and liquid funds covenant of $35.0 million, which may decrease in certain circumstances if the Company achieves both a certain FDA approval for resmetirom and a revenue milestone (the "Minimum Cash Covenant"). The Loan Agreement also includes a revenue-based covenant (the "Revenue Covenant") that could apply commencing at or after the time that financial reporting became due for the quarter end September 30, 2024; however, the Revenue Covenant will be automatically waived pursuant to the terms of the Loan Agreement at any time in which we maintain, as measured monthly, (i) a certain level of cash, cash equivalents and liquid funds relative to the debt outstanding under the Loan Agreement or (ii) a market capitalization of at least $1.2 billion. Unless waived as a result of the foregoing, the Revenue Covenant requires the Company to achieve a minimum amount of trailing three-month net product revenue. Our business may be adversely affected by these restrictions on our ability to operate our business. If we raise any additional debt financing, as permitted by the Loan Agreement and if pursued and secured by the Company, the terms of such additional debt could further restrict our operating and financial flexibility.

We may not be able to generate sufficient cash flow or sales to meet the financial covenants or pay the principal and interest under the Term Loans. Furthermore, our future working capital, borrowings or equity financing could be unavailable to repay or refinance the amounts outstanding under the Term Loans. In the event of a liquidation, Hercules would be repaid all outstanding principal and interest prior to distribution of assets to unsecured creditors, and the holders of our common stock would receive a portion of any liquidation proceeds only if all of our creditors then existing, including Hercules, were first repaid in full.

Our failure to comply with the covenants or other terms of the Loan Agreement, including as a result of events beyond our control, could result in a default under the Loan Agreement that could materially and adversely affect our business.

We may be required to repay the outstanding indebtedness under the Loan Agreement if an event of default occurs under the Loan Agreement or, if applicable, any future debt facility. The Loan Agreement includes customary events of default, including payment defaults, breaches of covenants following any applicable cure period, the occurrence of certain events that could reasonably be expected to have a "material adverse effect" as set forth in the Loan Agreement and cross acceleration. We may not have enough available cash or be able to raise additional funds through equity or debt financings to repay such indebtedness at the time any such event of default occurs. In this case, we may be required to delay, limit, reduce or terminate our product development or commercialization efforts or grant to others rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves. Our business, financial condition and results of operations could be materially adversely affected as a result of any of these events.

Risks Related to Government Regulation

Government healthcare reform could materially increase our costs, which could materially adversely affect our business, financial condition, results of operations and prospects and the value of our common stock.

The pharmaceutical industry is highly regulated and changes in or revisions to laws and regulations that make gaining regulatory approval, reimbursement and pricing more difficult or subject to different criteria and standards may adversely impact our business, operations or financial results.

There have been a number of legal challenges and certain changes to the ACA since it was enacted. On January 28, 2021, an executive order was issued to initiate a special enrollment period from February 15, 2021 through May 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including, among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. Further, on February 10, 2021, the federal government's support for overturning the ACA was withdrawn. It is unclear how the Supreme Court ruling, other such litigation and the healthcare reform measures of the

Biden Administration will impact the ACA. It is difficult to predict the future legislative landscape in healthcare and the effect on our business, results of operations, financial condition and prospects. Changes to the ACA, to the Medicare or Medicaid programs, or to the ability of the federal government to negotiate or otherwise affect drug prices, or other federal legislation regarding healthcare access, financing or legislation in individual states, could affect our business, financial condition, results of operations and prospects and the value of our common stock. We may face similar challenges to gaining regulatory approval and sufficient reimbursement and pricing due to government healthcare reform in the EU, and other jurisdictions. It remains unclear how any new legislation or regulation might affect the prices we may obtain for Rezdiffra or any future product candidates for which regulatory approval is obtained.

If we fail to comply with our reporting and payment obligations under the Medicaid Drug Rebate program or other governmental pricing programs, we could be subject to additional rebate requirements, penalties, or other sanctions, which could have a material adverse effect on our business, financial condition, results of operations, and growth prospects.

A number of government pricing programs create certain price reporting obligations. Under the Medicaid Drug Rebate program, a participating manufacturer is required to pay a rebate to each state Medicaid program for its covered outpatient drugs that are dispensed to Medicaid beneficiaries and paid for by the state Medicaid program as a condition of having federal funds being made available for drugs under Medicaid and Medicare Part B. Those rebates are based on pricing data reported by the manufacturer on a monthly and quarterly basis to CMS. These data include the average manufacturer price and, in the case of innovator products, the best price for each drug, which, in general, represents the lowest price available from the manufacturer to any wholesaler, retailer, provider, health maintenance organization, nonprofit entity, or governmental entity in the United States in any pricing structure, calculated to include all sales and associated rebates, discounts, and other price concessions. See the section titled “Business—Government Regulation—Pharmaceutical Price Reporting” in this Annual Report for more information.

Under the Medicaid Drug Rebate program, a participating manufacturer is required to pay a rebate to each state Medicaid program for its covered outpatient drugs that are dispensed to Medicaid beneficiaries and paid for by the state Medicaid program as a condition of having federal funds being made available for drugs under Medicaid and Medicare Part B. Those rebates are based on pricing data reported by the manufacturer on a monthly and quarterly basis to CMS. These data include the average manufacturer price and, in the case of innovator products, the best price for each drug, which, in general, represents the lowest price available from the manufacturer to any wholesaler, retailer, provider, health maintenance organization, nonprofit entity, or governmental entity in the United States in any pricing structure, calculated to include all sales and associated rebates, discounts, and other price concessions. If we fail to pay the required rebate amount or report pricing data on a timely basis, we may be subject to civil monetary penalties and/or termination from the Medicaid Drug Rebate program. Additionally, civil monetary penalties can be applied if we are found to have knowingly submitted any false price or product information to the government, if we fail to submit the required price data on a timely basis, or if we misclassify or misreport product information. CMS could also decide to terminate our Medicaid drug rebate agreement, in which case federal payments may not be available under Medicaid or Medicare Part B for our covered outpatient drugs.

The ACA (addressed further above in the section titled “Business—Government Regulation—U.S. Healthcare Reform”) made significant changes to the Medicaid Drug Rebate Program, and CMS issued a final regulation to implement the changes to the Medicaid Drug Rebate Program under the ACA. CMS also issued a final regulation that modified prior Medicaid Drug Rebate Program regulations to permit reporting multiple best price figures with regard to value based purchasing arrangements; and provide definitions for “line extension,” “new formulation,” and related terms, with the practical effect of expanding the scope of drugs considered to be line extensions that are subject to an alternative rebate formula. Our failure to comply with these price reporting and rebate payment options, as well as pharmaceutical benefit manager “accumulator” programs, could negatively impact our financial results.

Federal law requires that a manufacturer also participate in the 340B Drug Pricing program in order for federal funds to be available for the manufacturer’s drugs under Medicaid and Medicare Part B. If we are found to have knowingly and intentionally charged 340B covered entities more than the statutorily mandated ceiling price, we could be subject to significant civil monetary penalties and/or such failure also could be grounds for HRSA to terminate our agreement to participate in the 340B program, in which case our covered outpatient drugs would no longer be eligible for federal payment under the Medicaid or Medicare Part B program.

Further, the IRA established a Medicare Part D inflation rebate scheme and a drug price negotiation program, with the first negotiated prices to take effect in 2026. It also makes several changes to the Medicare Part D benefit, including the creation of a new manufacturer discount program in place of the current coverage gap discount program (beginning in 2025). Manufacturers may be subject to civil monetary penalties for certain violations of the negotiation and inflation rebate provisions and an excise tax during a noncompliance period under the negotiation program. Drug manufacturers may also be subject to civil monetary penalties with respect to their compliance with the new Part D manufacturer drug discount program.

Pricing and rebate calculations are complex, vary across products and programs, and are often subject to interpretation by the manufacturer, governmental agencies, and courts. A manufacturer that becomes aware that its Medicaid reporting for a prior quarter was incorrect, or has changed as a result of recalculation of the pricing data, is obligated to resubmit corrected data up to three years after those data originally were due. Restatements and recalculations increase the costs for complying with the laws and policies governing the Medicaid Drug Rebate program and could result in an overage or underage in our rebate liability for past quarters. They also may affect the 340B ceiling price and therefore liability under the 340B program.

Finally, in order to be eligible to have its products paid for with federal funds under the Medicaid and Medicare Part B programs and purchased by the Department of Veterans Affairs ("VA"), Department of Defense ("DoD"), Public Health Service, and Coast Guard (the "Big Four agencies") and certain federal grantees, a manufacturer is required to participate in the VA Federal Supply Schedule ("FSS") pricing program, established under Section 603 of the Veterans Health Care Act of 1992. Under this program, the manufacturer is obligated to make its covered drugs available for procurement on an FSS contract and charge a price to the Big Four agencies that is no higher than the Federal Ceiling Price ("FCP"), which is a price calculated pursuant to a statutory formula. The FCP is derived from a calculated price point called the "non-federal average manufacturer price" ("Non FAMP"), which the manufacturer calculates and reports to the VA on a quarterly and annual basis. Pursuant to applicable law, knowing provision of false information in connection with a Non FAMP filing can subject a manufacturer to significant penalties for each item of false information. The FSS contract also contains extensive disclosure and certification requirements. If we overcharge the government in connection with the FSS contract or Tricare Retail Pharmacy Rebate Program, whether due to a misstated FCP or otherwise, we will be required to refund the difference to the government. Failure to make necessary disclosures and/or to identify contract overcharges can result in allegations against us under the False Claims Act and other laws and regulations. Unexpected refunds to the government, and any response to government investigation or enforcement action, would be expensive and time-consuming, and could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

Under Section 703 of the National Defense Authorization Act, a manufacturer is required to pay quarterly rebates to DoD on utilization of its innovator products that are dispensed through DoD's Tricare network pharmacies to Tricare beneficiaries. The rebates are calculated as the difference between the annual Non FAMP and FCP for the calendar year that the product was dispensed. A manufacturer that overcharges the government in connection with the FSS contract or Tricare Retail Pharmacy Rebate Program, whether due to a misstated FCP or otherwise, is required to refund the difference to the government. Failure to make necessary disclosures and/or to identify contract overcharges can result in allegations against us under the False Claims Act and other laws and regulations.

If we are found in violation of federal or state "fraud and abuse" laws, we may be required to pay a penalty or may be suspended from participation in federal or state healthcare programs, which may adversely affect our business, financial condition, results of operations and prospects and the value of our common stock.

In the United States, we are subject to various federal and state healthcare "fraud and abuse" laws, including anti-kickback laws, false claims laws and other laws intended to reduce fraud and abuse in federal and state healthcare programs. Although we seek to structure our business arrangements in compliance with all applicable requirements, these laws are broadly written, and it is often difficult to determine precisely how the law will be applied in specific circumstances. Accordingly, it is possible that our practices may be challenged under these laws. Violations of fraud and abuse laws may be punishable by criminal and/or civil sanctions, including fines or exclusion or suspension from federal and state healthcare programs such as Medicare and Medicaid and debarment from contracting with the U.S. government, and our business, financial condition, results of operations and prospects and the value of our common stock may be adversely affected. Our reputation could also suffer. In addition, private individuals have the ability to bring actions on behalf of the government under the federal False Claims Act as well as under the false claims laws of several states. See the section titled "Business—Government Regulation—Other Healthcare Laws" in this Annual Report for more information.

Under the ACA and certain state laws, we are required to report information on payments or transfers of value to any U.S. physicians, physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists, or certified nurse-midwives (in each case who are not bona fide employees of the applicable manufacturer that is reporting the payment) and teaching hospitals, which is posted in searchable form on a public website. Failure to submit required information may result in civil monetary penalties.

Several states also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state. In addition to the federal government, some states, as well as other countries, including France, require the disclosure of certain payments to healthcare professionals. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), state, and foreign privacy laws may limit access to information identifying those individuals who may be prospective users or limit the ability to market to them. Some of these laws are new or ambiguous as to what is required to comply with their requirements, and we could be subject to penalties if it is determined that we have failed to comply with an applicable legal requirement.

We are subject to anti-corruption laws and trade control laws, as well as other laws governing our operations. If we fail to comply with these laws, we could be subject to civil or criminal penalties, other remedial measures, legal expenses, and negative publicity which could adversely affect our business, financial condition, results of operations and prospects and the value of our common stock.

Our operations are currently subject to anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"). In addition, if we expand sales of Rezdiffra to other jurisdictions, we'll be subject to anti-corruption or similar laws that apply in countries where we do business. The FCPA and these other laws generally prohibit us, our employees and our intermediaries from making prohibited payments to government officials or other persons to obtain or retain business or gain some other business advantage. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted.

We are also subject to other laws and regulations governing our international operations, including regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of Treasury's Office of Foreign Assets Control, and various non-U.S. government entities, including applicable export control regulations, economic sanctions on countries and persons, customs requirements, currency exchange regulations and transfer pricing regulations (collectively, Trade Control laws).

We may not be effective in ensuring our compliance with all applicable anti-corruption laws, including the FCPA or other legal requirements, including Trade Control laws. If we are not in compliance with the FCPA and other anti-corruption laws or Trade Control laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations and prospects and the value of our common stock. Likewise, even an investigation by US or foreign authorities of potential violations of the FCPA other anti-corruption laws or Trade Control laws could have an adverse impact on our reputation, business, financial condition, results of operations and prospects and the value of our common stock.

Disruptions at the FDA and other government agencies caused by the change in presidential administration, funding shortages or potential funding shortages could hinder their ability to hire and retain key leadership and other personnel, delay or prevent new products and services from being developed or commercialized in a timely manner, or otherwise 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 to operate, including to review and approve new products, provide feedback on clinical trials and development programs, meet with sponsors and otherwise review regulatory submissions 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, including as a result of shifting policy priorities of the current presidential administration and political appointees tasked to oversee the agency, among other factors. Average review times at the agency may fluctuate as a result. In addition, government funding of other government agencies on which our operations may rely is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies or to otherwise respond to regulatory submissions, which would adversely affect our business. Over the last several years, the U.S. government has shut down multiple times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA and other government employees and stop critical activities. Currently, federal agencies in the United States are operating under a continuing resolution that is set to expire on March 14, 2025. Without appropriation of additional funding to federal agencies, our business operations related to our product development activities for the U.S. market could be impacted. If a prolonged government shutdown occurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Failure to comply with health and data protection laws and regulations could lead to government enforcement actions (which could include civil or criminal penalties), private litigation and/or adverse publicity, and could negatively affect our operating results and business.

We may be subject to data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA imposes privacy and security obligations on covered entity health care providers, health plans, and health care clearinghouses, as well as their "business associates" – certain persons or covered entities that create, receive, maintain, or transmit protected health information in connection with providing a specified service or performing a function on behalf of a covered entity. We could potentially be subject to criminal penalties if we, our affiliates, or our agents knowingly receive individually identifiable health information maintained by a HIPAA-covered entity in a manner

that is not authorized or permitted by HIPAA. Failing to take appropriate steps to keep consumers' personal information secure may also constitute unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act (the "FTCA"), 15 U.S.C § 45(a). The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business and the cost of available tools to improve security and reduce vulnerabilities.

Further, certain state laws govern the privacy and security of personal information. For example, to the extent we collect California resident personal information, we may also be subject to the CCPA. The CCPA, created a comprehensive privacy framework which granted California residents several new rights with regard to their personal information. The CCPA was amended by the California Privacy Rights Act ("CPRA") ballot initiative which as of January 1, 2023 has introduced significant amendments to the CCPA and established and funded a dedicated California privacy regulator, the California Privacy Protection Agency ("CPPA"). Failure to comply with the CCPA may result in, among other things, significant civil penalties and injunctive relief, or statutory or actual damages. In addition, California residents have the right to bring a private right of action in connection with data breaches. These claims may result in significant liability and damages. Similar laws have been passed in numerous other states. Other states have proposed new privacy laws which, if enacted, may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs and/or changes in business practices and policies. These laws and regulations are evolving and may impose limitations on our business activities.

The existence of comprehensive privacy laws in different states in the country may make our compliance obligations more complex and costly and may increase the likelihood that we may be subject to enforcement actions or otherwise incur liability for noncompliance. There are also states that are specifically regulating health information. For example, Washington's My Health My Data Act, which became effective on March 31, 2024, regulates the collection and sharing of health information and has a private right of action, which further increases the relevant compliance risk. Connecticut and Nevada have also passed similar laws regulating consumer health data. In addition, other states have proposed and/or passed legislation that regulates the privacy and/or security of certain specific types of information. For example, a small number of states have passed laws that regulate biometric data specifically. These various privacy and security laws may impact our business activities, including our identification of research subjects, relationships with business partners and ultimately the marketing and distribution of our products. State laws are changing rapidly and there are discussions in the U.S. Congress of new comprehensive federal data privacy laws to which we could become subject to, if enacted.

All of these evolving compliance and operational requirements impose significant costs, such as costs related to organizational changes, implementing additional protection technologies, training employees and engaging consultants and legal advisors, which are likely to increase over time. The obligations to comply with new privacy laws may require us, among other things, to update our notices and develop new processes internally and with our third-party collaborators, service providers, contractors or consultants to facilitate consumer rights requests, and such laws may impose restrictions on our processing of personal information that may impact the way we operate our business. Any failure or perceived failure by us to comply with any applicable federal, state or foreign laws and regulations relating to data privacy and security could result in damage to our reputation, as well as proceedings or litigation by governmental agencies or other third parties, including class action privacy litigation in certain jurisdictions, which would subject us to significant fines, sanctions, awards, injunctions, penalties or judgments. We may be subject to fines, penalties, or private actions in the event of non-compliance with such laws. The CCPA, the CPRA or other domestic privacy and data protection laws and regulations may increase our compliance costs and potential liability. In addition, such requirements may require us to modify our data processing practices and policies, utilize management's time and/or divert resources from other initiatives and projects. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

European data collection is governed by restrictive regulations governing the use, processing and cross-border transfer of personal information.

Outside the United States, our clinical trial programs and operations implicate international data protection laws, including the EU General Data Protection Regulation including as implemented in the UK (collectively, "GDPR"). The GDPR increases our responsibility and liability in relation to the processing of personal data of individuals located in the EU. The GDPR, together with the national legislation of the EU member states governing the processing of personal data, places certain obligations on the processing of such personal data including ensuring the lawfulness of processing personal data, health data and samples from clinical trials and adverse event reporting. In particular, these obligations and restrictions concern the consent of the individuals to whom the personal data relates where applicable, the processing details disclosed to the individuals, the sharing of personal data with third parties, the transfer of personal data out of the EU, security breach notifications, as well as substantial potential fines for violations of the data protection obligations. Specifically regarding the transfer of personal data outside of the EU, while there are legal mechanisms available to

lawfully transfer personal data outside of the EU, including to the United States, there are certain unsettled legal issues regarding such data transfers, the resolution of which may adversely affect our ability to transfer personal data or otherwise may cause us to incur significant costs to come into compliance with applicable data transfer impact assessments and implementation of legal data transfer mechanisms. On July 16, 2020, the European Court of Justice ruled the EU-U.S. Privacy Shield to be an invalid data transfer mechanism and confirmed that the Model Clauses remain valid, and in June 2021, the EC published updated versions of the Model Clauses, which must be incorporated into new and existing agreements within prescribed timeframes in order to continue to lawfully transfer personal data outside of the EU. Data protection authorities from the different European member states, as well as in the UK and Switzerland, have promulgated national privacy laws that impose additional requirements, which add to the complexity of processing and transferring EU personal data, with the UK and Switzerland following the EU with the publication of new Model Clauses to be incorporated in all applicable contracts within a specified timeframe in order to legitimize data transfers from those jurisdictions. The UK adopted versions of their Model Clauses during 2022. Our ability to continue to transfer personal data outside of the EU, the UK, or Switzerland may become significantly more expensive and may subject us to increased scrutiny and liability under the GDPR or similar local laws, and we may experience operating disruptions if we are unable to conduct these transfers in the future.

On December, 13 2022, the EC adopted a draft adequacy decision for the EU-U.S. Data Privacy Framework, which reflects the assessment by the EC of the U.S. legal framework. The draft decision concludes that the United States ensures an adequate level of protection for personal data transferred from the EU to U.S. companies. After an approval process, the EC is expected to adopt the final adequacy decision, which will allow data to flow freely from the EU to the United States between companies certified under the new framework.

Risks associated with operations outside of the United States could adversely affect our business.

A key component of our strategy is to expand our commercialization of Rezdiffra to Europe, pending the receipt of requisite regulatory approvals. International operations and business expansion plans are subject to numerous additional risks, including:

- multiple, conflicting and changing laws and regulations such as tax laws, privacy regulations, tariffs, export and import restrictions, employment, immigration and labor laws, regulatory requirements, and other governmental approvals, permits and licenses, compliance with which can increase in complexity as we enter into additional jurisdictions;
- difficulties in staffing and managing operations in diverse countries and difficulties in connection with assimilating and integrating any operations and personnel we might acquire into our company;
- risks associated with obtaining and maintaining, or the failure to obtain or maintain, regulatory approvals for the sale or use of our products in various countries;
- complexities associated with managing government payor systems, multiple payor-reimbursement regimes or patient self-pay systems;
- financial risks, such as longer payment cycles, difficulty obtaining financing in foreign markets, difficulty enforcing contracts and intellectual property rights, difficulty collecting accounts receivable and exposure to foreign currency exchange rate fluctuations;
- general political and economic conditions in the countries in which we operate, including inflation, political or economic instability, terrorism and political unrest and geopolitical events; and
- public health risks, including epidemics and pandemics, and related effects on new patient starts, clinical trial activity, regulatory agency response times, supply chain, travel and employee health and availability.

Risks Related to Our Intellectual Property

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

Our success depends on our ability to protect our intellectual property and our proprietary technologies. Our commercial success depends in part on our ability to obtain and maintain patent and/or trade secret protection for our product, product candidates, proprietary technologies, and their uses, as well as our ability to freely operate without infringing upon the proprietary rights of others.

We can provide no assurance that our patent applications or those of our licensors will result in additional patents being issued or that issued patents will afford sufficient protection against competitors with similar technologies, nor can

we provide any assurance that the patents issued will not be infringed, designed around or invalidated by third parties. Even issued patents may later be found 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 proprietary rights is uncertain. Only limited protection may be available and may not adequately protect our rights or permit us to gain or keep any competitive advantage. This failure to properly protect the intellectual property rights relating to our product or product candidates could have a material adverse effect on our financial condition and results of operations. While we have licensed rights to issued patents in the United States and other jurisdictions for resmetirom and its use, we cannot be certain that the claims in issued patents will not be found invalid or unenforceable if challenged. We cannot be certain that the claims in owned and licensed patent applications covering our product and product candidates will be considered patentable by the United States Patent and Trademark Office ("USPTO") and valid by courts in the United States or by the patent offices and courts in foreign jurisdictions. Even if we owned and licensed patent applications covering our product and product candidates, the patents may not be enforced against competitors. For example, a formulation patent may not be enforced against those making and marketing a product that has the same active pharmaceutical ingredient in a different formulation that is not claimed in the formulation patent. Method-of-use patents protect the use of a product for the specified method or for treatment of a particular indication. This type of patent may not be enforced against competitors making and marketing a product that has the same active pharmaceutical ingredient but is used for a method not claimed in the patent. Moreover, even if competitors do not actively promote their product for our targeted indications, physicians may prescribe these products "off-label." Although off-label prescriptions may infringe, induce, or contribute to the infringement of method-of-use patents, the practice is common and such infringement may be difficult to prevent or prosecute.

Our composition-of-matter patent licensed from Roche relating to resmetirom is scheduled to expire in the United States in 2026. Our co-owned patents and pending patent applications that cover our particular solid form, dosage, method of manufacturing, and uses of resmetirom to treat various indications are scheduled to expire in 2033. Our exclusively-owned pending patent applications that cover companion diagnostics, various solid forms of resmetirom, combination therapy, method of use, and method of manufacturing, if issued, are expected to expire between 2037 and 2044. Our exclusively-owned pending patent application that covers other THR-β analogs and uses thereof, if issued, is expected to expire in 2043. While patent term adjustments or patent term extensions could result in later expiration dates for each of these patents, there can be no assurances that we will receive any patent adjustments or patent term extensions. The patent application process and patent maintenance and enforcement are subject to numerous risks and uncertainties, and there can be no assurance that we or any of our future development partners will be successful in protecting our product and 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 and after a patent has issued. There are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case;
- 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;
- we and our licensor(s) may not have been the first to make the inventions covered by pending patent applications or issued patents;
- we and our licensor(s) may not have been the first to file patent applications for our product or product candidates or the compositions developed, or for their uses;
- others may independently develop identical, similar or alternative products or compositions and uses thereof;
- we and our licensor(s)' disclosures in patent applications may not be sufficient to meet the statutory requirements for patentability;
- others may design around our owned and licensed patent claims to produce competitive products which fall outside of the scope of the patents;
- others may identify prior art or other bases which could invalidate our or our licensor(s)' patents;
- our competitors might conduct research and development activities in the United States and other countries that provide a safe harbor from patent infringement claims for certain research and development activities, as well as in countries where us and our licensor(s) do not have patent rights, and then use the information learned from such activities to develop competitive products for sale in major commercial markets;

- there may be significant pressure on the United States government 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 United States courts, allowing foreign competitors a better opportunity to create, develop and market competing products.

In addition, we rely on the protection of our trade secrets and proprietary know-how. 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 and advisors, we cannot provide any assurances that any of these parties would not breach the agreements to disclose any proprietary information, including trade secrets, and we may not be able to obtain adequate remedies for such breaches. Further, third parties may still obtain this information by other means, such as breaches of our physical or computer security systems. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. Moreover, third parties may come upon this or similar information lawfully and independently. We would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. Further, intellectual property rights have limitations and do not necessarily address all potential threats to our competitive position. If any of these events occurs or if we otherwise lose protection for our trade secrets or proprietary know-how, our business may be harmed.

Our rights to develop and commercialize our product are subject in part to the terms and conditions of a license to resmetirom granted to us by Roche.

Pursuant to the terms of the Roche Agreement, we assumed control of all development and commercialization of resmetirom and hold exclusive worldwide rights for all potential indications. Under the Roche Agreement, Roche exclusively licensed certain patent rights and know-how relating to resmetirom in exchange for consideration consisting of an upfront payment, milestone payments tied to the achievement of product development and regulatory milestones, and royalty payments based on net sales of products containing resmetirom, including Rezdiffra, or another licensed product, subject to certain reductions. The Roche Agreement will expire, unless earlier terminated pursuant to other provisions thereof, on the last to occur of (i) the expiration of the last valid claim of a licensed patent covering the manufacture, use or sale of products containing resmetirom, or (ii) ten years after the first sale of a product containing resmetirom. Under the Roche Agreement, Roche controls prosecution of the licensed patent rights, although we have a right to comment.

We do not have, nor have we had, any material disputes with Roche regarding the Roche Agreement. However, if there is any future dispute between us and Roche regarding the parties' rights under the Roche Agreement, our ability to develop and commercialize resmetirom, or any other product candidate covered by the Roche Agreement, may be materially harmed. Any uncured, material breach under the Roche Agreement could result in our loss of exclusive rights to resmetirom and may lead to a complete termination of the Roche Agreement and force us to cease product development efforts for resmetirom.

We may fail to comply with any of our obligations under agreements pursuant to which we license rights or technology, which could result in the loss of rights or technology that are material to our business.

We may enter into license agreements from time to time. Licensing of intellectual property is important to our business and involves complex legal, business and scientific issues. Disputes may arise regarding intellectual property subject to a license agreement, including but not limited to:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by us and our licensors and collaborators; and
- the priority of invention of patented technology.

If disputes over intellectual property and other rights that we have licensed or acquired from third parties prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product or product candidates.

If we do not obtain protection under the Hatch-Waxman Act and similar foreign legislation by extending the term of patents covering our product or product candidates, our business may be materially harmed.

Depending upon the timing, duration and conditions of FDA marketing approval of our products, one or more of our United States patents may be eligible for limited patent term extension under Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent term extension of up to five years for a patent covering an approved product as compensation for effective patent term lost during product development and the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. However, we may not receive an extension if we fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. If we are unable to obtain patent term extension or the term of any such extension is less than we request, the period during which we can enforce our patent rights for that product may not extend beyond the current patent expiration dates and competitors may obtain approval to market competing products sooner. As a result, our revenue could be potentially materially reduced. 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.

Recent 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.

On September 16, 2011, the Leahy-Smith America Invents Act (the "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 will be prosecuted and may 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 the first inventor to file a patent application will be entitled to the patent. Third parties are allowed to submit prior art before the issuance of a patent by the USPTO, and a patent may become subject to post-grant proceedings including opposition, derivation, reexamination, *inter partes* review or interference proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position.

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 biotechnology industry has been characterized by frequent litigation regarding patent and other intellectual property rights. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we have and are developing products and product candidates. As the biotechnology industry expands and more patents are issued, the risk increases that our product and product candidates may be subject to claims of infringement of the patent rights of third parties. Because patent applications are maintained in secrecy until the application is published, we may be unaware of third party patents that may be infringed by commercialization of resmetirom or our other product candidates. 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 and 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. Any claims of patent infringement asserted by third parties would be time consuming and could likely:

- result in costly litigation;
- divert the time and attention of our technical personnel and management;
- cause development delays;
- prevent us from commercializing resmetirom for MASH or our other product candidates until the asserted patent expires or is held finally invalid 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; or

- require us to enter into royalty or licensing agreements.

Although no third party has asserted a claim of patent infringement against us as of the filing date of this report, others may hold proprietary rights that could prevent resmetirom or our other product candidates from being marketed. Any patent-related legal action against us claiming damages and seeking to enjoin commercial activities relating to our product and product candidates or processes could subject us to potential liability for damages and require us to obtain a license to continue to manufacture or market resmetirom or our other product candidates. 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. In addition, we cannot be sure that we could redesign our product or 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 resmetirom or our other product candidates, which could harm our business, financial condition and operating results.

Moreover, we may be subject to a third party preissuance submission of prior art to the USPTO or in addition to interference proceedings, may become involved in opposition, derivation, reexamination, *inter partes* review, post-grant review or other post-grant proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future products and product candidates.

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.

If we or any of our future development partners were to initiate legal proceedings against a third party to enforce a patent directed at our product or one of our product candidates, or one of our future product candidates, the defendant could counterclaim that our patent is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement or insufficient written description. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. Third parties may also raise similar claims before the USPTO, even outside the context of litigation. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art of which we and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on such product or product candidate. Such a loss of patent protection would have a material adverse impact on our business

Interference proceedings provoked by third parties or brought by us or declared by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our licensors. 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 defense of litigation or interference 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 litigation 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 partnerships that would help us bring our product candidates to market.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions, or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our common stock.

We may not be successful in obtaining or maintaining necessary rights to our product and product candidates through acquisitions and in-licenses.

We currently have rights to the intellectual property, through licenses from third parties and under patents that we own or co-own, to develop and market our product and product candidates. Because our programs may require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in-license, or use these proprietary rights. For example, our product or product candidates may require specific formulations to work effectively and efficiently and the rights to these formulations may be held by others. We may be unable to acquire or in-license any compositions, methods of use, processes, or other third party intellectual property rights from third parties that we identify as necessary for our product or product candidates. The licensing and acquisition of third party intellectual property rights is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire third party intellectual property rights that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources, and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third party intellectual property rights on terms that would allow us to make an appropriate return on our investment.

We may collaborate with U.S. and foreign academic institutions and industry collaborators to accelerate our preclinical or clinical research. Typically, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our program.

If we are unable to successfully obtain rights to required third party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of that program and our business and financial condition could suffer.

Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Because we rely on third parties to research and develop and to manufacture our product and product candidates, we must, at times, share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third party contractors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, including our trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Any of these could impair our competitive position.

In addition, these agreements typically restrict the ability of our advisors, employees, third party contractors and consultants to publish data potentially relating to our trade secrets, although our agreements may contain certain limited publication rights. For example, any academic institution that we may collaborate with in the future will usually expect to be granted rights to publish data arising out of such collaboration, provided that we are notified in advance and given the opportunity to delay publication for a limited time period in order for us to secure patent protection of intellectual property rights arising from the collaboration, in addition to the opportunity to remove confidential or trade secret information from any such publication. In the future we may also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development or similar agreements. Despite our efforts to protect our trade secrets, our competitors may discover our trade secrets, either through breach of our agreements with third parties, independent development or publication of information by any of our third party collaborators. A competitor's discovery of our trade secrets would impair our competitive position and have an adverse impact on our business.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition

based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely impact our financial condition or results of operations.

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

While we have licensed from Roche issued patents directed at resmetirom in the United States and other countries, filing, prosecuting and defending patents on resmetirom 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 foreign countries may 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 their inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with resmetirom, and our 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 foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biopharmaceuticals, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing, and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Risks Related to Ownership of Our Common Stock

The price of our common stock has been, and may continue to be, volatile.

Historically, the market price of our common stock has fluctuated over a wide range, and it is likely that the price of our common stock will continue to be volatile in the future. The closing price of our common stock has ranged from $171.37 to $354.85 per share during the year ended December 31, 2024. The market price of our common stock could be impacted due to a variety of factors, including global market or financial developments; prevailing macroeconomic conditions, including potential recession or economic downturns; U.S. market events (including the potential for unusual market trading activity following external short interest developments or social media activity); the outbreak of war or hostilities; MASH therapeutic company developments or FDA developments, regardless of whether occurring generally or specifically as to our clinical trials and development programs; industry-wide events and the following events or developments:

- the losses we may incur, including increased losses resulting from costs associated with increases in our clinical trial activity;
- our cash position and rate of expenditures;
- our ability to meet the estimates and projections of the investment community or that we may otherwise provide to the public;
- product revenue;
- regulatory decisions, including our ability to receive full regulatory approval for Rezdiffra and our ability to receive regulatory approval for any future product candidates;
- changes in laws or regulations applicable to Rezdiffra and any other future product candidates, including but not limited to clinical trial requirements for approvals;
- our ability to successfully commercialize Rezdiffra and any other future product candidates, if approved;

- developments in patent or other proprietary rights owned or licensed by us, our collaborative partners or our competitors;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- the progress and results of our clinical trials;
- public or regulatory concern as to the safety and efficacy of MASH products developed by us or others or public safety generally;
- publication of research reports about us or our industry or positive or negative recommendations or withdrawal of research coverage by securities analysts;
- introduction of new products or services offered by us or our competitors, or the release or publication of clinical trial results from competing product candidates;
- changes in the market valuations of similar companies;
- our ability to obtain coverage and adequate reimbursement of Rezdiffra and any future product candidates, if approved;
- our ability to effectively manage our growth;
- actual or anticipated variations in quarterly operating results;
- announcements of significant acquisitions, strategic partnerships, joint ventures, or capital commitments by us or our competitors;
- any changes to our relationship with any manufacturers, suppliers, licensors, future collaborators or other strategic partners;
- our ability to obtain adequate product supply for any approved drug product or inability to do so at acceptable prices;
- changes to the structure of healthcare payment systems;
- our ability to establish collaborations, if needed;
- additions or departures of key scientific or management personnel;
- litigation;
- issuances of debt or equity securities;
- sales of our common stock by us or our stockholders in the future or the perception that such sales may occur;
- trading volume of our common stock;
- changes in accounting practices;
- effectiveness of our internal controls; and
- other events or factors, many of which are beyond our control.

In addition, due to one or more of the foregoing factors in one or more future quarters, our results of operations may fall below the expectations of securities analysts and investors. In the event any of the foregoing occur, the market price of our common stock could be highly volatile and may materially decline.

A small number of our stockholders beneficially own a substantial amount of our outstanding common stock and may be deemed to have substantial control over us; therefore, your ability to influence corporate matters may be limited.

Our officers and directors and certain stockholders affiliated and associated with our officers and directors collectively beneficially own approximately 34.6% of our outstanding common stock as of December 31, 2024 and, acting together, may have the ability to substantially affect matters submitted to our stockholders for approval, as well as our management and affairs. This concentration of ownership may have the effect of delaying, deferring or preventing a strategic transaction, even if such a transaction would benefit other stockholders.

Anti-takeover provisions in our restated certificate of incorporation (our "Charter"), our Restated Bylaws (our "Bylaws") and under Delaware law could make an acquisition of our company, which may be beneficial to our

stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management, which may depress the trading price of our common stock.

Provisions in our Charter and Bylaws may delay or prevent a merger, acquisition or other change of control that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. Therefore, these provisions could adversely affect the price of our common stock. Among other things, our Charter and Bylaws:

- provide for a classified board of directors with three classes;
- permit our board of directors to issue certain shares of preferred stock, with any rights, preferences and privileges as they may designate (including the right to approve an acquisition or other change in our control);
- provide that the authorized number of directors may be changed only by resolution of the board of directors;
- provide that our board of directors or any individual director may only be removed with cause and by the affirmative vote of the holders of at least 80% of the voting power of all of our then-outstanding shares of capital stock entitled to vote at an election of directors, voting together as a single class;
- provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled only by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- require that any action to be taken by our stockholders must be effected at a duly called annual or special meeting of stockholders and not be taken by written consent;
- provide that stockholders seeking to present proposals before a meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide notice in writing in a timely manner and also specify requirements as to the form and content of a stockholder's notice;
- do not provide for cumulative voting rights (therefore allowing the holders of a majority of the shares of common stock entitled to vote in any election of directors to elect all of the directors standing for election, if they should so choose);
- provide that special meetings of our stockholders may be called only by the board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors; and
- provide that the Court of Chancery of the State of Delaware (or, in the event that the Delaware Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) is the sole and exclusive forum for the any stockholder to bring: (i) any derivative action or proceeding brought on our behalf; (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers or other employees to us or our stockholders; (iii) any action or proceeding asserting a claim against us or any of our current or former directors, officers or other employees, arising out of or pursuant to any provision of the Delaware General Corporation Law, our Charter or our Bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine, in all cases to the fullest extent permitted by law and subject to the court's having personal jurisdiction over any indispensable parties.

The amendment of any of these provisions, with the exception of the ability of our board of directors to issue shares of preferred stock and designate any rights, preferences and privileges thereto, would require approval by the holders of at least 80% of our then-outstanding common stock.

In addition, as a Delaware corporation, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibits, with some exceptions, stockholders owning 15% or more of our outstanding voting stock from merging or combining with us for a certain period of time. A Delaware corporation may opt out of this provision by express provision in its original certificate of incorporation or by amendment to its certificate of incorporation or bylaws approved by its stockholders. However, we have not opted out of this provision.

Although we believe these provisions together provide for an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board of directors, such provisions would apply even if the offer may be considered beneficial by some stockholders. These and other provisions in our Charter and Bylaws and under Delaware law could make it more difficult for stockholders or potential acquirors to obtain control of our board of directors or initiate actions that are opposed by our then-current board of directors, and could delay or impede a merger, tender offer or proxy

contest involving our company. The existence of these provisions could negatively affect the price of our common stock and limit opportunities for you to realize value in a corporate transaction.

Our bylaws provide that the Court of Chancery of the State of Delaware and the federal district court of the United States for the District of Delaware will be the exclusive forums 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 bylaws provide that, to the fullest extent permitted by law and subject to the court's having personal jurisdiction over any indispensable parties, the Court of Chancery of the State of Delaware is the exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers or other employees to us or our stockholders; (iii) any action or proceeding asserting a claim against us or any of our current or former directors, officers or other employees, arising out of or pursuant to any provision of the Delaware General Corporation Law, our Charter or our Bylaws or (iv) any action asserting a claim 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 such stockholder 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. If a court were to find such exclusive forum provision to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business.

Future sales and issuances of our common stock or rights to purchase common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our share price to fall.

Significant additional capital may be needed in the future to continue our planned operations. We may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. We have in the past used, and currently have the ability to use, an "at-the-market" ("ATM") sales program to raise capital by selling our securities through a sales agent up to established limits, and have also issued shares of our common stock in registered offerings and shares of convertible preferred equity to institutional investors in registered and private direct offerings. We expect that significant additional capital will be needed in the future to continue our planned operations. To the extent we raise additional capital or convertible securities, through any ATM program, public equity offering, direct offering, private offering or otherwise, our stockholders may experience substantial dilution. If we sell common stock, convertible securities or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. Such sales may also result in material dilution to our existing stockholders, and new investors could gain rights superior to our existing stockholders.

Funds affiliated with Baker Bros. Advisors LP hold a significant portion of our total outstanding shares of common stock (including shares of our common stock issuable upon conversion of shares of our Series A Convertible Preferred Stock and Series B Convertible Preferred Stock and pre-funded warrants), and any sale of such shares into the market, or a perception that such sales could occur, in the future could cause the market price of our common stock to drop significantly.

Based on a Schedule 13D/A filed with the SEC on March 25, 2024, 667, L.P. and Baker Brothers Life Sciences, L.P., funds affiliated with Baker Bros. Advisors LP ("Baker Bros."), reported an ownership interest in (i) Madrigal common stock and (ii) other Madrigal securities with limitations on conversion or exercise to common stock. If such limitations did not exist, Baker Bros. would be deemed to beneficially own 7,050,177 shares of our common stock (which includes 1,969,797 shares of common stock issuable upon the conversion of our Series A Convertible Preferred Stock and 400,000 shares of common stock issuable upon the conversion of our Series B Convertible Preferred Stock, each of which are common stock equivalents with no voting rights, that are convertible into shares of common stock on a 1-for-1 basis only to the extent that after giving effect to such conversion the holders thereof and their affiliates and any persons who are members of a Section 13(d) group with such holders or their affiliates would beneficially own (in the aggregate, for purposes of Rule 13d-3 under the Exchange Act) no more than 4.99% of the outstanding common stock. The Series B Convertible Preferred Stock beneficial ownership limitation may be increased or decreased up to 19.99% at the holder's election, provided that any such increase will not be effective until the 61st day after such notice is provided to us. The Series A Convertible Preferred Stock beneficial ownership limitation may be increased or decreased to any other percentage provided that any such increase or decrease will not be effective until the 61st day after such notice is provided to us (the "Beneficial Ownership Limitations"). The 7,050,177 total shares also includes 2,705,790 pre-funded warrants. Without such limitations on conversion or exercise, Baker Bros. total ownership would represent 26% of our total outstanding shares of common stock as of December 31, 2024 on a fully exercised or as-converted to common stock basis. The pre-funded warrants are only exercisable to the extent that, after giving effect to such exercise, the holders thereof,

together with their affiliates and any members of a Section 13(d) group with such holders, would beneficially own, for purposes of Rule 13d-3 under the Exchange Act, no more than 9.99% of the outstanding shares of our common stock (the "Maximum Percentage"). By written notice to us, holders of the pre-funded warrants may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of 19.99%. Any such increase in the Maximum Percentage will not be effective until the 61st day after such notice is provided to us. Sales of a substantial number of shares of our common stock in the public market by Baker Bros., or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales by Baker Bros., or any perception that such sales may occur, may have on the prevailing market price of our common stock.

Sales of a significant number of shares of our common stock in the public markets or significant short sales of our common stock, or the perception that such sales could occur, could depress the market price of our common stock and impair our ability to raise capital.

As of December 31, 2024, there were a number of investors or investor groups that held a significant beneficial ownership interest in our common stock. Dr. Paul Friedman, a member of our board of directors, and Dr. Rebecca Taub, a member of our board of directors and our Chief Medical Officer and President of Research and Development, collectively beneficially own 2,107,078 shares (9.2%) of our common stock (the "Friedman/Taub Holdings"). Based on a Schedule 13D/A filed with the SEC on March 25, 2024, funds affiliated with Baker Bros. Advisors LP beneficially owned (for SEC reporting purposes) 9.99% of our common stock and maintained an ownership interest in up to 7,050,177 shares of our common stock subject to exercise or conversion limits such as the Beneficial Ownership Limitation and the Maximum Percentage (the "Baker Bros. Holdings"), as described in the preceding paragraph. Based on a Schedule 13G/A filed with the SEC on February 14, 2024, funds affiliated with Avoro Capital Advisors LLC reported beneficial ownership of 2,288,888 shares of our common stock, including pre-funded warrants to purchase 400,000 shares of common stock that are subject to the Maximum Percentage (the "Avoro Holdings"). In addition, as of December 31, 2024, there are: 2,263,222 shares of our common stock issuable upon the exercise of outstanding stock options or the vesting of restricted stock units and performance stock units (assuming the maximum outcome of the performance conditions) under our 2015 Stock Plan, as amended, and 2023 Inducement Plan; pre-funded warrants to purchase shares of common stock pursuant to outstanding pre-funded warrants as described above and 19,454 shares of our common stock issuable upon the exercise of outstanding vested warrants held by our creditors consisting of Hercules and affiliates. In addition, there are other institutional investors (including funds affiliated with Janus Henderson Group plc, which reported beneficial ownership of 2,208,394 shares of our common stock (10.1%) in a Schedule 13G/A filed with the SEC on February 14, 2025) who from time to time file Schedule 13Gs (or amendments thereto) or Form 13Fs reflecting substantial beneficial ownership of our outstanding common stock.

Sales of a substantial number of shares of our common stock by one or more of the investors or groups listed above or other equity-related securities in the public markets could depress the market price of our common stock and impair our ability to raise capital. If there are significant sales or short sales of our stock, the price decline that could result from this activity may cause the share price to decline further, which, in turn, may cause long holders of our common stock to sell their shares, thereby contributing to sales of common stock in the market. See the risk factor titled "The price of our common stock has been, and may continue to be, volatile." for additional information. Such sales or short sales also may impair our ability to raise capital through the sale of additional shares in the future at a time and price that our management deems acceptable, if at all.

We do not anticipate paying cash dividends on our common stock, and accordingly, stockholders must rely on stock appreciation, if any, for any return on their investment.

We have never declared or paid any cash dividend on our common stock and do not anticipate paying cash dividends on our common stock in the future. As a result, the only return to stockholders will be appreciation in the price of our common stock, which may never occur. Investors seeking cash dividends should not invest in our common stock.

If securities analysts publish negative evaluations of our stock, the price of our stock could decline.

The trading market for our common stock depends in part on the research and reports that industry or securities analysts publish about us or our business. If one or more of the analysts who may cover us issues an adverse opinion about our company, our stock price would likely decline. If one or more of these analysts ceases research coverage of us or fails to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

General Risk Factors

We incur significant costs as a result of operating as a public company, and our management is required to devote substantial time to compliance initiatives.

As a public company, we incur significant and ongoing legal, accounting and other expenses. We are subject to the reporting requirements of the Securities Exchange Act of 1934, which require, among other things, that we file with the SEC annual, quarterly and current reports with respect to our business and financial condition. In addition, the Sarbanes-Oxley Act, as well as rules subsequently adopted by the SEC and the Nasdaq Stock Market ("Nasdaq") to implement provisions of the Sarbanes-Oxley Act, impose significant requirements on public companies, including requiring maintenance of effective disclosure and financial controls and changes in corporate governance practices. Further, in July 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") was enacted. There are significant corporate governance and executive compensation related provisions in the Dodd-Frank Act that required the SEC to adopt additional rules and regulations in areas such as "say on pay" and proxy access. Stockholder activism, the current political environment and regulatory reform may lead to changes in regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

We expect to continue to incur substantial costs to comply with the rules and regulations applicable to public companies. If these requirements divert the attention of our management and personnel from other business concerns, they could have a material adverse effect on our business, financial condition and results of operations. Any increased costs will decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

A failure of our information technology infrastructure and cybersecurity threats may adversely affect our business and operations.

Our information technology infrastructure is subject to threats from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. In addition, the information technology systems of our current or future third-party collaborators, service providers, contractors and consultants are subject to similar threats, and we depend in part on third-party security measures over which we do not have full control to protect against data security incidents. Attacks on information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and such attacks are being conducted by increasingly sophisticated and organized groups and individuals with a wide range of motives and expertise. Like other companies in our industry, we have experienced and will likely continue to experience, threats and cybersecurity incidents relating to our data, information technology systems and infrastructure, and the systems of our third-party vendors. In addition to extracting information (which could be sensitive), such as trade secrets or other intellectual property, such attacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering and other means, including ransom demands, to affect service reliability and/or threaten the confidentiality, integrity and availability of information. Such an event could result in a material disruption of our operations or development programs and/or produce significant reputational, financial, legal, regulatory, business or operational harm. For example, any loss of clinical trial data could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data.

To the extent that any incident, disruption or security breach results in a loss of or damage to our data or applications or other data or applications relating to our technology, product or product candidates, or inappropriate disclosure of confidential or proprietary information, we could incur liabilities and the further development of and regulatory approval efforts for our product candidates or commercialization of our product could be delayed. We have been subject to cybersecurity attacks in the past that have impacted our systems and data. Although we have taken steps to enhance our cybersecurity protections and minimize the impact of any future event, we cannot provide any assurances that future cyber events will not occur, that these security safeguards will be successful, and that future cyber events, to the extent they occur, will not impact our operations or have any material adverse impact on our business. As a result, we may not in the future successfully prevent service interruptions, exfiltrations or data security incidents that could materially adversely affect our business. In addition, insurance may not cover or be sufficient in type or amount to cover us against claims related to cyber incidents.

Any failure or perceived failure by us or any third-party collaborators, service providers, contractors or consultants to comply with our privacy, confidentiality, data security or similar obligations to third parties, or any data security incidents or other security breaches that result in the unauthorized access, release or transfer of sensitive information, including personally identifiable information, may result in: governmental investigations, litigation, regulatory enforcement actions, fines, sanctions or other penalties, injunctive relief requiring costly compliance measures, required

notification and credit monitoring, public statements against us, third parties to lose trust in us, or claims by third parties asserting that we have breached our privacy, confidentiality, data security or similar obligations, any of which could have a material adverse effect on our reputation, business, financial condition or results of operations. Moreover, data security incidents and other cybersecurity attacks can be difficult to detect, and any delay in identifying such threats or attacks may lead to increased harm.

Our use of new and evolving technologies, such as artificial intelligence, may present risks and challenges that can impact our business, including by posing cybersecurity and other risks to our confidential and/or proprietary information, including personal information, and as a result we may be exposed to reputational harm and liability.

We may use and integrate artificial intelligence into our business processes both in our own development and implementation of models and through the adoption of commercially available tools. Use of this technology presents risks and challenges that could affect our business.

The development of artificial intelligence models requires resources for design, development, testing and maintenance. We must also endeavor to implement artificial intelligence in accordance with applicable law and regulation, in a socially responsible manner and to minimize any real or perceived unintended harmful impacts. If we enable or use models that contain actual or perceived biases, we may experience brand or reputational harm, competitive harm or legal liability.

In addition, the use of artificial intelligence technologies can give rise to intellectual property risks, including by disclosing or otherwise compromising our confidential or proprietary intellectual property, or by undermining our ability to assert or defend ownership rights in intellectual property created with the assistance of artificial intelligence tools.

Our vendors may in turn incorporate artificial intelligence tools into their offerings, and the providers of these artificial intelligence tools may not meet existing or rapidly evolving regulatory or industry standards, including with respect to privacy and data security. Further, bad actors around the world use increasingly sophisticated methods, including the use of artificial intelligence, to engage in illegal activities involving the theft and misuse of personal information, confidential information and intellectual property. Any of these effects could damage our reputation, result in the loss of valuable property and information, cause us to breach applicable laws and regulations, and adversely impact our business.

If we fail to maintain proper and effective internal control over financial reporting, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, investors' views of us and, as a result, the value of our common stock.

Pursuant to Section 404 of the Sarbanes-Oxley Act (“Section 404”), our management is required to assess and report annually on the effectiveness of our internal control over financial reporting and to identify any material weaknesses in our internal control over financial reporting. We are also required to comply with the auditor attestation requirements of Section 404(b). The rules governing the standards that must be met for management and our independent registered public accounting firm to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. In connection with our and our independent registered public accounting firm’s evaluations of our internal control over financial reporting, we may need to upgrade systems, including information technology, implement additional financial and management controls, reporting systems and procedures and hire additional accounting and finance staff.

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 or our independent registered public accounting firm conducted in connection with Section 404 may reveal deficiencies in our internal control 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 common stock. Internal control deficiencies could also result in a restatement of our financial results in the future. We could become subject to stockholder or other third-party litigation, as well as investigations by the SEC, Nasdaq or other regulatory authorities, which could require additional financial and management resources and could result in fines, trading suspensions, payment of damages or other remedies.

Our ability to use net operating loss (“NOL”) and tax credit carryforwards and certain built-in losses to reduce future tax payments may be limited by provisions of the Internal Revenue Code.

Our NOLs have been fully offset by a valuation allowance due to uncertainties surrounding our ability to realize these tax benefits.

Our NOLs could expire unused and be unavailable to offset future income tax liabilities because of their limited duration. NOLs generated in taxable years beginning before January 1, 2018 are permitted to be carried forward for 20 taxable years under applicable U.S. federal income tax law. Under current U.S. federal income tax law, NOLs arising in tax years beginning after December 31, 2020 may not be carried back. Moreover, NOLs generated in taxable years beginning after December 31, 2017 may be carried forward indefinitely, but the deductibility of such NOLs generally will be limited in taxable years beginning after December 31, 2020 to 80% of current year taxable income. As of December 31, 2024, the Company had NOLs for U.S. federal and state income tax purposes of approximately $850.2 million and $823.5 million, respectively, a portion of which expire beginning in 2031 if not utilized.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"),, if a corporation undergoes an "ownership change" (generally defined as a greater than 50% change (by value) in its equity ownership over a rolling three year period), the corporation's ability to use its pre-change NOL carryforwards and other pre-change tax attributes to offset its post-change income may be limited. Similar rules may apply under state tax laws. We have not performed a detailed analysis to determine whether an ownership change under Section 382 of the Code, or similar state provisions, has previously occurred. We may also experience ownership changes in the future as a result of future transactions in our stock (some of which are outside our control). Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to reduce future income tax liabilities, including for state tax purposes. As a result, if we earn net taxable income, our ability to use the NOLs reflected on our balance sheet to offset U.S. federal taxable income may become subject to limitations, which could adversely affect our operating results and financial condition.

Changes in tax law could adversely affect our business and financial condition.

The rules dealing with U.S. federal, state and local income taxation are constantly under review by persons involved in the legislative process and by the U.S. Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect the Company or holders of our common stock. In recent years, many such changes have been made, and changes are likely to continue to occur in the future. It cannot be predicted whether, when, in what form or with what effective dates tax laws, regulations and rulings may be enacted, promulgated or issued, which could result in an increase in our tax liability or the tax liability of holders of our common stock or require changes in the manner in which we operate in order to minimize or mitigate any adverse effects of changes in tax law.

Tax laws related to U.S. federal, state and local and international income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws (which may have retroactive application) could adversely affect us or holders of our common stock. In recent years, many such changes have been made and changes are likely to continue to occur in the future. Future changes in tax laws could have a material adverse effect on our business, cash flow, financial condition or results of operations. We urge investors to consult with their legal and tax advisers regarding the implications of potential changes in tax laws on an investment in our common stock.

Business disruptions could seriously harm our operations, future revenues and financial condition and increase our costs and expenses.

Our operations, and those of our CROs, suppliers, and other contractors and consultants, could be subject to geopolitical events, natural disasters, power and other infrastructure failures or shortages, public health crises, pandemics or epidemics, and other natural or man-made disasters or business interruptions. In addition, geopolitical and other events, such as the Russian invasion of Ukraine or the conflicts in the Middle East, could lead to sanctions, embargoes, supply shortages, regional instability, geopolitical shifts, cyberattacks, other retaliatory actions, and adverse effects on macroeconomic conditions, currency exchange rates, and financial markets, which could adversely impact our operations and financial results, as well as those of third parties with whom we conduct business. The occurrence of any of these business disruptions could seriously harm our operations, future revenues and financial condition and increase our costs and expenses.

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 management's attention from other business concerns, which could seriously harm our business.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

We are increasingly dependent on sophisticated software applications and computing infrastructure to conduct key operations. We depend on our own systems, networks, and technology as well as the systems, networks and technology of our contractors, consultants, vendors and other business partners.

Cybersecurity Program

Given the importance of cybersecurity to our business, we maintain a cybersecurity program to support the effectiveness of our systems and our preparedness for information security risks. This program includes a number of administrative, physical, and technical safeguards. We have conducted and continue to conduct evaluations of our cybersecurity program through periodic external audits and penetration tests. We also require cybersecurity trainings when onboarding new employees, contractors and other workforce members, as well as annual cybersecurity awareness training for our employees, contractors and other workforce members. Our program is based on industry frameworks, including the National Institute of Standards and Technology ("NIST") Cybersecurity Framework ("CSF") to strengthen our program effectiveness and reduce cybersecurity risks.

We use a risk-based approach with respect to our use and oversight of third-party service providers, tailoring processes according to the nature and sensitivity of the data accessed, processed, or stored by such third-party service provider and performing additional risk screenings and procedures, as appropriate. We use a number of means to assess cyber risks related to our third-party service providers, including collecting vendor questionnaires and conducting due diligence in connection with onboarding new vendors. We also collect and assess cybersecurity audit reports and other supporting documentation when available and include appropriate security terms in our contracts where applicable as part of our oversight of third-party providers.

Process for Assessing, Identifying and Managing Material Risks from Cybersecurity Threats

In the event of a cybersecurity incident, we maintain an incident response program. Pursuant to the program and its escalation protocols, designated personnel are responsible for assessing the severity of an incident and associated threat; containing the threat; remediating the threat, including recovery of data and access to systems; analyzing any reporting obligations associated with the incident and performing post-incident analysis.

We have relationships with a number of third-party service providers to assist with cybersecurity monitoring, containment and remediation efforts.

Governance

Management Oversight

Our controls and processes employed to assess, identify and manage material risks from cybersecurity threats are implemented and overseen by our Information Technology ("IT") Security and Risk Committee, which consists of our Chief Information Officer ("CIO") and internal and third-party cybersecurity professionals. Our CIO has more than 25 years of experience as an IT professional overseeing and supporting IT operations in the biopharmaceutical industry, including several years of experience in cybersecurity. The members of the IT Security and Risk Committee also have expertise in cybersecurity. The IT Security and Risk Committee is responsible for the day-to-day management of our cybersecurity program, including the prevention, detection, investigation, response to, and recovery from cybersecurity threats and incidents, and is regularly engaged to help ensure that the cybersecurity program functions effectively in the face of evolving cybersecurity threats. Our CIO provides regular briefings to our senior management team on cybersecurity matters, including threats, events and program enhancements.

Board Oversight

While our board of directors has overall responsibility for risk oversight, our Audit Committee oversees cybersecurity risk matters. The Audit Committee is responsible for reviewing, discussing with management and overseeing our data privacy, information technology and security and cybersecurity risk exposures, including: (i) the potential impact of those exposures on the Company's business, financial results, operations and reputation; (ii) the programs and steps implemented by management to monitor and mitigate any exposures; (iii) our information governance and cybersecurity

policies and programs and (iv) major legislative and regulatory developments that could materially impact our data privacy and cybersecurity risk exposure. On a quarterly basis, our General Counsel, Chief Financial Officer ("CFO") and CIO report to the Audit Committee on information technology and cybersecurity matters, including, as appropriate, key risks, a detailed threat assessment relating to information technology risks, as applicable, the potential impact of those exposures on our business, financial results, operations and reputation, the programs and steps implemented by management to monitor and mitigate exposures and any major legal developments that could significantly impact our cybersecurity risk exposure.

Cybersecurity Risks

Our cybersecurity risk management processes are integrated into our overall Enterprise Risk Management ("ERM") process. As part of our ERM process, department leaders identify, assess and evaluate risks impacting our operations across our organization, including those risks related to cybersecurity. While we believe we maintain an effective cybersecurity program, the techniques used to infiltrate IT systems continue to evolve. Accordingly, we may not be able to timely detect threats or anticipate and implement adequate security measures.

We also maintain cybersecurity insurance providing coverage for certain costs related to cybersecurity-related incidents that impact our systems, networks and technology.

To date, there have not been any risks from cybersecurity threats, including as a result of any cybersecurity incidents, which have materially affected or are reasonably likely to materially affect our company, including our business strategy, results of operations or financial condition. See the section titled "Risk Factors—General Risk Factors—A failure of our information technology infrastructure and cybersecurity threats may adversely affect our business and operations." in this Annual Report for more information.

Item 2. Properties

As of December 31, 2024, we leased our approximately 29,415 square-foot corporate headquarters facility located in West Conshohocken, Pennsylvania. Our lease contains extension rights beyond the scheduled lease expiration date of November 30, 2026. We continue to evaluate our facility requirements and believe that appropriate space will be available to accommodate our future needs.

Item 3. Legal Proceedings

We currently are not a party 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 Purchase of Equity Securities.

Market Information

Our common stock trades on the Nasdaq Stock Market under the symbol "MDGL."

Holders

As of December 31, 2024, there were approximately 23 holders of record of our common stock. This number does not include "street name" or beneficial holders, whose shares are held of record by banks, brokers, financial institutions and other nominees. In addition, we had two holders of record who owned shares of our Series A Convertible Preferred Stock and Series B Convertible Preferred Stock and three holders of our pre-funded warrants.

Dividends

We have not paid any cash dividends on our common stock. We currently intend to retain all available funds and any future earnings to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay cash dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, contractual restrictions, capital requirements, and other factors that our board of directors deems relevant.

Securities Authorized for Issuance Under Equity Compensation Plans

The information required by Item 5 of Form 10-K regarding equity compensation plans is incorporated herein by reference to Item 12 of Part III of this Annual Report.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

We did not purchase any of our registered equity during the period covered by this Annual Report.

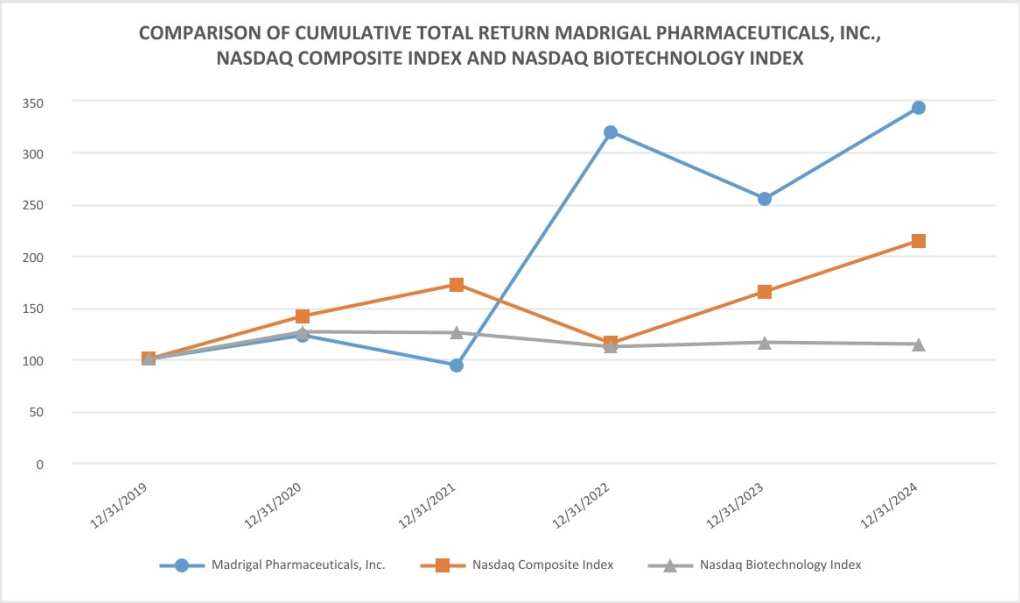
Unregistered Sales of Securities

During the year ended December 31, 2024, we did not issue or sell any unregistered securities.

Stock Performance Graph

The graph set forth below compares the cumulative total stockholder return on our common stock between December 31, 2019 and December 31, 2024, with the cumulative total return of (a) the Nasdaq Biotechnology Index and (b) the Nasdaq Composite Index, over the same period. This graph assumes the investment of $100 on December 31, 2019 in our common stock, the Nasdaq Biotechnology Index and the Nasdaq Composite Index and assumes the reinvestment of dividends, if any.

The comparisons shown in the graph below are based upon historical data. We caution that the stock price performance shown in the graph below is not necessarily indicative of, nor is it intended to forecast, the potential future performance of our common stock.



The above Stock Performance Graph and related information shall not be deemed to be "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that we specifically request that such information be treated as soliciting material or specifically incorporate it by reference into a filing.

Item 6. [Reserved]

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

The following discussion should be read in conjunction with our audited consolidated financial statements and the notes thereto contained elsewhere in this Annual Report on Form 10-K (this "Annual Report"). This discussion contains forward-looking statements that involve risks and uncertainties. As a result of many factors, such as those set forth under the sections titled "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements" and elsewhere herein, our actual results may differ materially from those anticipated in these forward-looking statements.

Executive Overview

We are a biopharmaceutical company focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis ("MASH"), a serious liver disease with high unmet medical need that can lead to cirrhosis, liver failure and premature mortality. MASH is expected to become the leading cause of liver transplantation in the United States and is already the leading cause of liver transplantation among women in the United States. Our medication, Rezdiffra (resmetirom), is a once-daily, oral, liver-directed THR-β agonist designed to target key underlying causes of MASH. In March 2024, Rezdiffra became the first and only therapy approved by the U.S. Food and Drug Administration (the "FDA") for patients with MASH and was commercially available in the United States beginning in April 2024. Rezdiffra is indicated in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis).

See "Part I, Item 1. Business" for a summary of our commercial and clinical activities.

Financial Overview

We have incurred losses since inception resulting in an accumulated deficit of $1,802.2 million as of December 31, 2024. Prior to generating product revenue from sales of Rezdiffra beginning in April 2024, we financed our operations primarily through public and private offerings of our equity securities and through our loan facility ("Loan Facility") with Hercules Capital, Inc. ("Hercules"). We have generated losses principally from costs associated with research and development activities, acquiring, filing and expanding intellectual property rights, establishing a commercial infrastructure to support the launch of Rezdiffra and selling, general and administrative expenses. As a result of planned expenditures to commercialize Rezdiffra, expand our commercial operations to Europe (subject to receipt of regulatory approval), continue research and development activities, manage and grow our intellectual property portfolio, engage in potential business development transactions and costs associated with general corporate activities, we expect to incur additional operating losses.

Our ability to reduce operating losses and begin to generate positive cash flow from operations depends on our ability to successfully commercialize Rezdiffra and achieve positive results from our post-approval trials in order to obtain full approval of Rezdiffra in the United States and potentially expand the eligible patient population. Our financial results may fluctuate from quarter to quarter and will depend on, among other factors, the net sales of Rezdiffra; the scope and progress of our research and development efforts and the timing of certain expenses.

See the section titled "Risk Factors—Risks Related to Our Financial Position and Need for Capital." in this Annual Report for additional information.

Key Components of Our Operating Results

Product Revenue, Net

In March 2024, the FDA approved Rezdiffra for the treatment of noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). Rezdiffra is a once-daily, oral, liver-directed, THR-ß agonist designed to target key underlying causes of MASH. Rezdiffra was launched for sale in the United States in April 2024. As described in the "Critical Accounting Policies and Estimates" section below, revenue is recorded net of variable consideration, which includes prompt pay discounts, service fees, returns, chargebacks, government rebates and co-payment assistance.

Cost of Sales

Cost of sales includes the cost of manufacturing and distribution of inventory related to sales of Rezdiffra. We expect cost of sales to increase in the future, as manufacturing costs incurred prior to regulatory approval were expensed to research and development rather than capitalized as inventory, as approval was considered uncertain.

Research and Development Expenses

Research and development expenses primarily consist of costs associated with our research activities, including the clinical development of our product candidates. We expense our research and development expenses as incurred. We contract with clinical research organizations to manage our clinical trials under agreed upon budgets for each trial, with oversight by our clinical program managers. We account for nonrefundable advance payments for goods and services that will be used in future research and development activities as expenses when the service has been performed or when the goods have been received. Manufacturing expense includes costs associated with drug formulation development and clinical drug production. We do not track employee- and facility-related research and development costs by project, as we typically use our employee and infrastructure resources across multiple research and development programs. We believe that the allocation of such costs would be arbitrary and not be meaningful.

Our research and development expenses consist primarily of:

- salaries and related expense, including stock-based compensation;
- external expenses paid to clinical trial sites, contract research organizations, laboratories, database software and consultants that conduct clinical trials;
- expenses related to development and the production of non-clinical and clinical trial supplies, including fees paid to contract manufacturers;
- expenses related to preclinical studies;
- expenses related to compliance with drug development regulatory requirements; and
- other allocated expenses, which include direct and allocated expenses for depreciation of equipment and other supplies.

We expect to continue to incur substantial expenses related to our development activities for the foreseeable future as we conduct our clinical trial programs, manufacturing and toxicology studies. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later stage clinical trials, additional drug manufacturing requirements, and later stage toxicology studies such as carcinogenicity studies. The process of conducting preclinical studies and clinical trials necessary to obtain regulatory approval is costly and time consuming. The probability of success for each product candidate is affected by numerous factors, including preclinical data, clinical data, competition, manufacturing capability and commercial viability.

Completion dates and costs for our clinical development programs as well as our research program can vary significantly for any future product candidate and are difficult to predict. As a result, we cannot estimate with any degree of certainty the costs we will incur in connection with the development of product candidates at this point in time. We expect that we will make determinations as to which programs and product candidates to pursue and how much funding to direct to each program and product candidate on an ongoing basis in response to the scientific success of research, results of ongoing and future clinical trials, potential collaborative agreements with respect to programs or potential product candidates and ongoing assessments as to each product candidate's commercial potential.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of salaries, benefits and stock-based compensation expenses for employees, management costs, costs associated with obtaining and maintaining our patent portfolio, commercial and marketing activities, corporate insurance, professional fees for accounting, auditing, consulting and legal services, and allocated overhead expenses.

We expect that our selling, general and administrative expenses will increase in the future as we expand our operating activities, continue commercialization efforts, including extending operations into new geographies (if approved), maintain and expand our patent portfolio and incur additional costs associated with being a public company and maintaining compliance with exchange listing and SEC requirements.

Interest Income

Interest income consists primarily of interest and dividend income earned on cash equivalents and marketable securities.

Interest Expense

Interest expense consists primarily of interest accrued on principal balances under the Loan Facility with Hercules.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and the disclosure of contingent assets and liabilities at the date of the financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to gross to net expenses, inventory valuation, accrued research and development expenses and stock-based compensation expenses. We base our estimates on historical experience, known trends and events, and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from these estimates under different assumptions or conditions.

Revenue Recognition

Our accounting policy over revenue recognition has a significant impact on our financial results and involves substantial judgement and estimation. The amount of revenue we recognize is impacted by variable consideration, as described in Note 2, "Summary of Significant Accounting Policies," in the accompanying notes to the consolidated financial statements. Our gross to net estimates are based on contracts with customers, government agencies, healthcare providers, industry data, historical information, and other factors. The judgements and estimates involved in determining variable consideration are reviewed each reporting period, as all are subject to adjustments as new information becomes available.

We recognize revenue in accordance with ASC Topic 606 - Revenue from Contracts with Customers. Revenue is recognized at a point in time when the customer obtains control of promised goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To determine revenue recognition for arrangements that we determine are within the scope of ASC 606, we perform the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligation(s) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract and (v) recognize revenue when (or as) we satisfy its performance obligation(s).

Revenue is recorded net of variable consideration, which includes prompt pay discounts, returns, chargebacks, rebates, and co-payment assistance. The variable consideration is estimated based on contractual terms as well as management assumptions. The amount of variable consideration is calculated by using the expected value method, which is the sum of probability-weighted amounts in a range of possible outcomes, or the most likely amount method, which is the single most likely amount in a range of possible outcomes. Estimates are reviewed quarterly and adjusted as necessary.

Accruals are established for gross to net deductions and actual amounts incurred are offset against applicable accruals. We reflect these accruals as either a reduction in the related account receivable from the customer or as an accrued liability, depending on the means by which the deduction is settled. Sales deductions are based on management's estimates that involve a substantial degree of judgment.

Prompt Pay: Customers receive a prompt pay discount for payments made within a contractually agreed number of days before the due date. The discounts are accounted for as a reduction of the transaction price and recorded as a contra receivable.

Returns: We record allowances for product returns as a reduction of revenue at the time product sales are recorded. Product returns are estimated based on forecasted sales and historical and industry data. Returns are permitted in accordance with the return goods policy defined within each customer agreement. A returns reserve is recorded as an accrued liability.

Chargebacks: We estimate obligations resulting from contractual commitments with the government and other entities to sell products to qualified healthcare providers at prices lower than the list prices charged to the customer who directly purchases from us. The customer charges us for the difference between what it pays to us for the product and the selling price to the qualified healthcare providers, with the difference recorded as a contra receivable.

Co-Payment Assistance: Co-payment assistance programs are offered to eligible end-users as price concessions and are recorded as accrued liabilities and a reduction of the transaction price. We use a third-party to administer the co-payment program for pharmacy benefit claims.

Rebates: We are subject to discount obligations under government programs, including Medicaid and Medicare. Reserves for rebates are recorded in the same period the related product revenue is recognized, resulting in a reduction of product revenues and a current liability that is included in accrued expenses on the consolidated balance sheet. Our

estimate for rebates is based on statutory discount rates, expected utilization or an estimated number of patients on treatment, as applicable.

Inventory

Inventory, which consists of work in process and finished goods, is stated at the lower of cost or estimated net realizable value, using actual cost, based on a first-in, first-out method. The balance sheet classification of inventory as current or non-current is determined by whether it will be consumed within our normal operating cycle. We periodically review our inventory for factors that could impact the future recoverability and realization of future sales, which requires estimates and judgements. We analyze our inventory levels quarterly and write down inventory subject to expiry, in excess of expected requirements, or that has a cost basis in excess of its expected net realizable value. These write downs are charged to cost of sales in the accompanying Consolidated Statements of Income. We capitalize inventory costs when future commercial sale in the ordinary course of business is probable.

Results of Operations

Discussion of Results of Operations

The following table provides comparative results of operations for the years ended December 31, 2024, 2023 and 2022 (in thousands):

	Year Ended December 31,			2024 vs 2023		2023 vs 2022	
	2024	2023	2022	$	%	$	%
Product revenue, net	$ 180,133	$ —	$ —	$ 180,133	100 %	$ —	— %
Operating expenses:							
Cost of sales	6,233	—	—	6,233	100 %	—	— %
Research and development	236,718	272,350	245,441	(35,632)	(13)%	26,909	11 %
Selling, general and administrative	435,057	108,146	48,130	326,911	302 %	60,016	125 %
Total operating expenses	678,008	380,496	293,571	297,512	78 %	86,925	30 %
Loss from operations	(497,875)	(380,496)	(293,571)	(117,379)	31 %	(86,925)	30 %
Interest income	46,654	19,578	2,185	27,076	138 %	17,393	796 %
Interest expense	(14,671)	(12,712)	(3,964)	(1,959)	15 %	(8,748)	221 %
Net loss	$ (465,892)	$ (373,630)	$ (295,350)	$ (92,262)	25 %	$ (78,280)	27 %

Revenue

We began selling Rezdiffra in April 2024. For the year ended December 31, 2024, we recorded $180.1 million of product revenue, net.

Cost of Sales

Cost of sales were incurred as a result of sales of Rezdiffra. For the year ended December 31, 2024, we recorded $6.2 million of cost of sales.

Research and Development Expense

The following represents our research and development expenses for the years ended December 31, 2024, 2023 and 2022 (in thousands):

	Year Ended December 31,			2024 vs 2023		2023 vs 2022	
	2024	2023	2022	$	%	$	%
Personnel and Internal Expense	$ 73,418	$ 56,824	$ 39,121	$ 16,594	29 %	$ 17,703	45 %
External Expense	163,300	215,526	206,320	(52,226)	(24) %	9,206	4 %
Total	$ 236,718	$ 272,350	$ 245,441	$ (35,632)	(13 %)	$ 26,909	11 %

Our research and development expenses were $236.7 million for the year ended December 31, 2024 compared to $272.4 million for the year ended December 31, 2023. Research and development expenses decreased by $35.6 million in 2024 primarily due to a reduction in clinical trial expense and the change in accounting for inventory costs following FDA approval of Rezdiffra in March 2024, partially offset by increases in headcount.

Selling, General and Administrative Expense

Our selling, general and administrative expenses were $435.1 million for the year ended December 31, 2024 compared to $108.1 million for the year ended December 31, 2023. Selling, general and administrative expenses increased by $326.9 million in 2024 due primarily to increases for commercial launch activities for Rezdiffra, including a corresponding increase in headcount, and an increase in stock compensation expense.

Interest Income

Our interest income was $46.7 million for the year ended December 31, 2024 compared to $19.6 million for the year ended December 31, 2023. The increase in interest income was due primarily to higher principal balances and interest rates in 2024.

Interest Expense

Our interest expense was $14.7 million for the year ended December 31, 2024, compared to $12.7 million for the year ended December 31, 2023. The increase in interest expense was primarily the result of a higher average outstanding principal balance during the period under the Loan Facility with Hercules.

Comparison of the Years Ended December 31, 2023 and 2022

For discussion of our 2023 results and a comparison with 2022 results please refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 that was filed with the SEC on February 28, 2024.

Liquidity and Capital Resources

Since inception, we have incurred significant net losses and we have funded our operations primarily through proceeds from sales of our capital stock and debt financings.

As of December 31, 2024, we had cash, cash equivalents, restricted cash and marketable securities totaling $931.3 million compared to $634.1 million as of December 31, 2023, with this increase attributable to our 2024 public offering, where we received net proceeds of approximately $659.9 million.

Until we are able to generate sufficient revenue from Rezdiffra and any other approved products, we anticipate that we will continue to incur significant losses. While our rate of cash usage will likely increase in the future, in particular to support our product development and clinical trial efforts, our commercialization efforts and geographic expansion activities and our business development goals, we believe our available cash resources are sufficient to fund our operations past one year from the issuance of the financial statements contained herein. Our future long-term liquidity requirements will be substantial and will depend on many factors, including our ability to effectively commercialize Rezdiffra, our decisions regarding future geographic expansion, the conduct of any future preclinical studies and clinical trials and our entry into any strategic transactions. To meet future long-term liquidity requirements, as well as maintain compliance with certain of our Loan Facility covenants, we may need to raise additional capital to fund our operations through equity or debt financings, collaborations, partnerships or other strategic transactions. Additional capital, if needed, may not be available on terms acceptable to us, or at all. If adequate funds are not available, or if the terms of potential funding sources

are unfavorable, this could have a material adverse effect on our business, results of operations and financial condition. We have the ability to delay certain commercial activities, geographic expansion activities and certain research activities and related clinical expenses, if necessary, due to liquidity concerns until a date when those concerns are relieved.

At-the-Market Sales Agreement

In May 2023, we entered into Amendment No. 1 (the "Sales Agreement Amendment") to our prior sales agreement (the "2021 Sales Agreement") with Cowen and Company, LLC, an affiliate of TD Securities (USA) LLC ("Cowen"), which was subsequently terminated in May 2024 when we entered into a Sales Agreement (the "2024 Sales Agreement") with Cowen, replacing and superseding the 2021 Sales Agreement, as amended by the Sales Agreement Amendment. We are authorized to issue and sell up to $300.0 million in shares of our common stock under the 2024 Sales Agreement. We sold no shares during the year ended December 31, 2024 under either the 2021 Sales Agreement, as amended by the Sales Agreement Amendment, or the 2024 Sales Agreement.

Since the entry into the Sales Agreement Amendment in May 2023, we sold 98,101 shares in total under the 2021 Sales Agreement, as amended by the Sales Agreement Amendment, for an aggregate of $25.2 million in gross proceeds, with net proceeds to us of approximately $24.5 million after deducting commissions and other transaction costs. All shares were sold pursuant to our effective Registration Statement and the prospectus supplement relating thereto. In total, we sold 1,334,044 shares of Common Stock having an aggregate offering price of $225.1 million pursuant to the 2021 Sales Agreement, as amended by the Sales Agreement Amendment.

As of December 31, 2024, $300.0 million remained reserved and available for sale under the 2024 Sales Agreement and our related prospectus supplement.

Sales of our common stock, if any, under the Sales Agreement will be made by any method that is deemed to be an "at the market" offering as defined in Rule 415(a)(4) of the Securities Act of 1933, as amended. We have no obligation to sell any common stock and may at any time suspend offers under the Sales Agreement or terminate the Sales Agreement pursuant to its terms.

Loan Facility

In May 2022 we entered into the $250.0 million Loan Facility with Hercules. Under the terms of the Loan Facility, the first $50.0 million tranche ("Tranche 1") was drawn at closing. On February 3, 2023, we entered into the First Amendment (the "First Amendment") to the Loan Facility (as amended, the "Amended Loan Facility"). Under the Amended Loan Facility, $65.0 million was drawn in 2023 under the second tranche ("Tranche 2"). The third tranche ("Tranche 3") of $75.0 million became available to us when we obtained FDA approval for Rezdiffra in March 2024. We did not draw on Tranche 3 prior to its expiration in June 2024. On August 22, 2024, we entered into the Second Amendment (the "Second Amendment") to the Loan Facility (as amended by the First Amendment and the Second Amendment, the "Second Amended Loan Facility"). Under the Second Amended Loan Facility, our borrowing capacity available under Tranche 4 increased to include the $75.0 million available under Tranche 3 that was not utilized by us. After such increase, our current borrowing capacity is $135.0 million under Tranche 4, which is available subject to Hercules' sole discretion.

In connection with Tranche 1, in 2022 we issued Hercules warrants to purchase 14,899 shares of our common stock, which had a Black-Scholes value of $0.6 million. In connection with Tranche 2, in 2023 we issued to Hercules warrants to purchase an aggregate of 4,555 shares of common stock, which had a Black-Scholes value of $0.9 million.

The Loan Facility had a minimum interest rate of 7.45% and adjusted with changes in the prime rate. The First Amendment reduced the interest rate under the Amended Loan Facility to the greater of (i) the prime rate as reported in The Wall Street Journal plus 2.45% and (ii) 8.25%. We were originally scheduled to pay interest-only monthly payments of accrued interest under the Loan Facility through May 1, 2025, for a period of 36 months. In March 2024, the interest-only period was extended to May 1, 2026 when we achieved a milestone when Rezdiffra received FDA approval. The interest-only period can be further extended to May 3, 2027, upon the achievement of regulatory approval milestones and future revenue covenants, subject to compliance with applicable covenants. The Loan Facility originally matured in May 2026, but the maturity date was extended to May 2027 when we achieved a milestone upon receipt of FDA approval in March 2024. The Loan Facility is secured by a security interest in substantially all of our assets, other than intellectual property. The Loan Facility includes an end of term charge of 5.35% of the aggregate principal amount, which is accounted for in the loan discount.

The Loan Facility includes affirmative and restrictive financial covenants which commenced on January 1, 2023, including maintenance of a minimum cash, cash equivalents and liquid funds covenant of $35.0 million, which may decrease in certain circumstances if we achieve certain clinical milestones and a revenue milestone. The Loan Facility also includes a revenue-based covenant that could apply commencing at or after the time that the financial reporting became due for the quarter ended September 30, 2024, however the revenue-based covenant will be automatically waived pursuant to

the terms of the Loan Facility at any time in which we maintain, as measured monthly, (i) a certain level of cash, cash equivalents and liquid funds relative to debt outstanding under the Loan Facility or (ii) a market capitalization of at least $1.2 billion. The Loan Facility contains event of default provisions for: our failure to make required payments or maintain compliance with covenants under the Loan Facility; our breach of certain representations or default under certain obligations outside the Loan Facility; insolvency, attachment or judgment events affecting us; and any circumstance which has occurred or could reasonably be expected to have a material adverse effect on us, provided that, any failure to achieve approval or certain other milestones under the Loan Facility shall not in and of itself constitute a material adverse effect. The Loan Facility also includes customary covenants associated with a secured loan facility, including covenants concerning financial reporting obligations and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets), investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes and deposit accounts.

As of December 31, 2024, the outstanding principal under the Loan Facility was $115.0 million. The interest rate as of December 31, 2024 was 9.95%. As of December 31, 2024, we were in compliance with all loan covenants and provisions.

March 2024 Public Offering

On March 18, 2024, we entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, Jefferies LLC, Cowen and Company, LLC, Evercore Group L.L.C. and Piper Sandler & Co, as representatives of the several underwriters named therein (the "2024 Underwriters"), pursuant to which we sold to the 2024 Underwriters in an underwritten public offering (the "2024 Offering"): (i) 750,000 shares of common stock at a public offering price of $260.00 per share, (ii) pre-funded warrants (the "2024 Pre-Funded Warrants") to purchase 1,557,692 shares of common stock at a public offering price of $259.9999 per 2024 Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant and (iii) a 30-day option for the 2024 Underwriters to purchase up to 346,153 additional shares of common stock at the public offering price of $260.00 per share (the "Underwriters' Option"). The 2024 Offering closed on March 21, 2024.

The net proceeds of the 2024 Offering, after deducting the underwriting discount and commissions and other estimated offering expenses payable by us, were approximately $659.9 million.

We intend to use the net proceeds from the 2024 Offering for our commercial activities in connection with the commercial launch of Rezdiffra in the United States and for general corporate purposes, including, without limitation, research and development expenditures, ongoing clinical trial expenditures, manufacture and supply of drug substance and drug products, potential ex-U.S. commercialization or partnering opportunities, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2024 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of 2024 Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of 2024 Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to us.

2023 Public Offering

On September 28, 2023, we entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, as representative of the several underwriters named therein, pursuant to which we sold to the underwriters in an underwritten public offering (the "2023 Offering"): (i) 1,248,098 shares of common stock at a public offering price of $151.69 per share, and (ii) pre-funded warrants (the "2023 Pre-Funded Warrants") to purchase 2,048,098 shares of common stock at a public offering price of $151.6899 per Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant. The 2023 Offering closed on October 3, 2023.

The gross proceeds of the 2023 Offering was $500.0 million, and we received net proceeds, after deducting the underwriting discount and commissions and other estimated offering expenses payable by us, of approximately $472.0 million. We intend to use the net proceeds from the 2023 Offering for our clinical and commercial activities in preparation for a potential launch of resmetirom in the United States and for general corporate purposes, including, without limitation, research and development expenditures, clinical trial expenditures, manufacture and supply of drug substance and drug products, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2023 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of 2023 Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of

Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to us.

Cash Flows

The following table summarizes our net cash flow activity (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Net cash used in operating activities	$ (455,572)	$ (324,230)	$ (224,857)
Net cash provided by (used in) investing activities	(274,386)	(502,520)	206,686
Net cash provided by financing activities	735,062	595,116	313,451
Net increase (decrease) in cash and cash equivalents	$ 5,104	$ (231,634)	$ 295,280

Operating Activities

Net cash used in operating activities was $455.6 million, $324.2 million, and $224.9 million for the years ended December 31, 2024, 2023 and 2022, respectively. The use of cash in these periods resulted primarily from our losses from operations, as adjusted for non-cash charges for stock-based compensation, and changes in our working capital accounts.

Investing Activities

Net cash used in investing activities was $274.4 million for the year ended December 31, 2024 and consisted primarily of $1,131.2 million of purchases of marketable securities for our investment portfolio, partially offset by $863.3 million from sales and maturities of marketable securities from our investment portfolio.

Net cash used in investing activities was $502.5 million for the year ended December 31, 2023 and consisted primarily of $834.4 million of purchases of marketable securities for our investment portfolio, partially offset by $333.4 million from sales and maturities of marketable securities.

Net cash provided by investing activities was $206.7 million for the year ended December 31, 2022 and consisted primarily of $350.4 million from sales and maturities of marketable securities, partially offset by $143.5 million of purchase of marketable securities for our investment portfolio.

Financing Activities

Net cash provided by financing activities was $735.1 million for the year ended December 31, 2024 and consisted primarily of $659.9 million in proceeds from the 2024 Offering, in addition to $76.9 million from proceeds from the exercise of common stock options.

Net cash provided by financing activities was $595.1 million for the year ended December 31, 2023 and consisted primarily of $472.0 million in proceeds from our 2023 Offering, in addition to $65.0 million in borrowings under the Loan Facility, $34.0 million from proceeds from the exercise of common stock options, and $24.5 million from sales of our common stock under the 2021 Sales Agreement, partially offset by $0.4 million of loan issuance costs.

Net cash provided by financing activities was $313.5 million for the year ended December 31, 2022 and consisted primarily of sales of our common stock under the 2021 Sales Agreement and a registered direct offering of Series B Convertible Preferred Stock and common stock in December 2022, and debt borrowings under our Loan Facility.

Contractual Obligations and Commercial Commitments

We have contractual obligations relating to operating leases at our corporate headquarters facility located in West Conshohocken, Pennsylvania. Non-lease rent payments relate to a short-term lease in Waltham, Massachusetts. The Company also entered into a lease agreement on December 17, 2024 in Switzerland. As the lease commencement date had not yet occurred as of December 31, 2024, there is no impact to the financial statements.

In 2019, we entered into an operating lease for office space in certain premises located in West Conshohocken, PA (the “Office Lease"), which was further amended by three amendments entered into from 2019 to 2022. In May 2023, we entered into the Fourth Amendment to the Office Lease (the “Fourth Lease Amendment”), which did not have a financial impact. In August 2023, we entered into the Fifth Amendment to the Office Lease (the “Fifth Lease Amendment”). The

Fifth Lease Amendment extends the term of the Office Lease through November 2026. As a result of the Fifth Lease Amendment, an incremental $1.6 million right-of-use asset and lease liabilities were recorded during the year ended December 31, 2023. In April 2024 and May 2024, we entered into the Sixth Amendment (the "Sixth Lease Amendment") and the Seventh Amendment (the "Seventh Lease Amendment") to the Office Lease, respectively, leasing additional office space available in the same premises under the Office Lease. The lease for such additional office space commenced in September 2024 and resulted in an incremental $1.2 million right-of-use asset and lease liability being recorded. In August 2024, we entered into the Eighth Amendment (the "Eighth Lease Amendment") and in October 2024, we entered into the Ninth Amendment (the "Ninth Lease Amendment") to the Office Lease, further expanding the amount of office space in the same premises. The lease for the additional office space under the Eighth Lease Amendment and Ninth Lease Amendment commenced in November 2024 and resulted in an incremental $0.2 million right-of-use asset and lease liability recorded.

In May 2022 we entered into the $250.0 million Loan Facility. As of December 31, 2024, we had drawn $115.0 million under the Loan Facility. We are scheduled to pay interest-only monthly payments of accrued interest under the Loan Facility through May 1, 2026, which period may be extended to May 3, 2027 upon the achievement of future revenue milestones, and subject to compliance with applicable covenants.

The Roche Agreement grants us a sole and exclusive license to develop, use, sell, offer for sale and import any Licensed Product, as defined in the Roche Agreement. We received FDA approval for Rezdiffra in March 2024. A tiered single-digit royalty is payable to Roche on net sales of Rezdiffra, subject to certain reductions.

We have entered into customary contractual arrangements in support of the Phase 3 clinical trials as well as manufacturing costs of Rezdiffra.

Recent Accounting Pronouncements

Refer to Note 2, "Summary of Significant Accounting Policies," in the accompanying notes to the consolidated financial statements for a discussion of recent accounting pronouncements.

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

Interest Rate Risk

Our exposure to market risk is confined to our cash, cash equivalents and marketable securities. We regularly review our investments and monitor the financial markets. We invest in high-quality financial instruments, primarily money market funds, U.S. government and agency securities, government-sponsored bond obligations and certain other corporate debt securities, with the effective duration of the portfolio less than 12 months and no security with an effective duration in excess of 24 months, which we believe are subject to limited credit risk. We currently do not hedge interest rate exposure. Due to the short-term duration of our investment portfolio and the low risk profile of our investments, we believe that an immediate 10% change in interest rates would not have a material effect on the fair market value of our portfolio. We do not believe that we have any material exposure to interest rate risk or changes in credit ratings arising from our investments.

In May 2022, we entered into a Loan Facility that has an interest rate that is linked to the prime rate. We do not believe that we have any material exposure to interest rate risk given the current principal amount of the loan.

Capital Market Risk

Although we receive product revenues from sales of Rezdiffra, we may in the future depend on funds raised through other sources. One potential source of funding is through equity offerings. Our ability to raise funds in this manner depends upon, among other things, capital market forces affecting our stock price.

Effects of Inflation

Inflation generally may affect us by increasing our cost of labor, clinical trial costs and manufacturing costs. We do not believe inflation has had a material effect on our business, financial condition or results of operations during the years ended December 31, 2024, 2023 or 2022. Should global inflation increase in the future, we expect increases in clinical trial, selling, labor and other operating costs. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases of our product. Our inability or failure to do so could adversely affect our business, financial condition and results of operations.

Item 8. Financial Statements and Supplementary Data.

The information required by this Item 8 is included in our Financial Statements and Supplementary Data set forth in Item 15 of Part IV of this Annual Report.

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

None.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that are designed to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision of our principal executive officer and principal financial officer, we evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Annual Report. Based on that evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2024.

Limitations on the 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, not absolute, 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. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Management's Report On Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) for our company. 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 U.S. Generally Accepted Accounting Principles ("GAAP"). This process includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. 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.

Our management, including our principal executive officer and our principal financial officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2024. In making this assessment, our management used the criteria set forth in the "Internal Control—Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on its assessment under that framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2024.

PricewaterhouseCoopers LLP, an independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 31, 2024, as stated in its report, which is included herein.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) for the quarter ended December 31, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

Director and Executive Officer 10b5-1 Plans

Our policy governing transactions in our securities by our directors, officers and employees permits our directors, officers and employees to enter into trading plans complying with Rule 10b5-1 under the Exchange Act. The following table describes the written plans for the sale of our securities that were adopted by our executive officers and directors during the quarter ended December 31, 2024. Each of the plans was entered into during an open trading window and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) (each a "Trading Plan").

Name and Title	Action Taken (Date)	Duration of Plan [(1)]	Aggregate Number of Securities that May be Sold
Bill Sibold, Chief Executive Officer	Adoption (11/15/2024)	11/15/24 – 6/30/26	7,616
Mardi Dier, Chief Financial Officer	Adoption (11/13/2024)	11/13/24 – 10/31/25	2,218[(2)]
Carole Huntsman, Chief Commercial Officer	Adoption (11/5/2024)	11/5/24 – 1/31/26	4,701[(2)]
Shannon Kelley, General Counsel	Adoption (11/7/2024)	11/7/24 – 1/31/26	2,409[(2)]

(1) Each Trading Plan is subject to a "cooling-off" period as set forth in Rule 10b5-1(c). Each Trading Plan may expire on an earlier date if all contemplated transactions are completed before such Trading Plan's expiration date, upon termination by the broker or the holder of the Trading Plan, or as otherwise provided in the Trading Plan.

(2) Each Trading Plan provides for the sale of shares to be received upon future vesting of certain outstanding equity awards, net of any shares sold to satisfy applicable taxes. The number of shares to be sold to satisfy taxes, and thus the exact number of shares to be sold pursuant to each Trading Plan, can only be determined upon the occurrence of future vesting events. For purposes of this disclosure, we have reported the maximum aggregate number of shares to be sold without subtracting any shares to be sold to satisfy tax obligations.

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

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Incorporated by reference from the information in our Proxy Statement for our 2025 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report relates.

Item 11. Executive Compensation.

Incorporated by reference from the information in our Proxy Statement for our 2025 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report relates.

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

Incorporated by reference from the information in our Proxy Statement for our 2025 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report relates.

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

Incorporated by reference from the information in our Proxy Statement for our 2025 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report relates.

Item 14. Principal Accountant Fees and Services

Incorporated by reference from the information in our Proxy Statement for our 2025 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report relates.

PART IV

Item 15. **EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

Item 15(a) The following documents are filed as part of, or incorporated by reference into, this Annual Report:

Item 15(a)(1) and (2) The Consolidated Financial Statements beginning on page F-1 are filed as part of this Annual Report. Other financial statement schedules have been omitted because the information required to be presented in them is not applicable or is shown in the financial statements or related notes.

Item 15(a)(3) We have filed, or incorporated into this Annual Report by reference, the exhibits listed on the accompanying Exhibit Index.

Item 15(b) See Item 15(a)(3) above.

Item 15(c) See Item 15(a)(2) above.

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference herein from Form or Schedule	Filing Date	SEC File / Registration Number
3.1	Restated Certificate of Incorporation of the Registrant.		Form 10-K (Exhibit 3.1)	3/31/2017	001-33277
3.2	Certificate of Amendment to Restated Certificate of Incorporation of Madrigal Pharmaceuticals, Inc., as filed on June 16, 2023 with the Secretary of State of the State of Delaware.		Form 8-K (Exhibit 3.1)	6/20/2023	001-33277
3.3	Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock.		Form 8-K (Exhibit 3.1)	6/21/2017	001-33277
3.4	Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock.		Form 8-K (Exhibit 3.1)	12/23/2022	001-33277
3.5	Bylaws of the Registrant, as amended April 13, 2016.		Form 8-K (Exhibit 3.1)	4/14/2016	001-33277
4.1	Form of Warrant Agreement, dated May 9, 2022, between the Registrant and Hercules Capital, Inc. and affiliates.		Form 10-Q (Exhibit 4.1)	08/04/2022	001-33277
4.2†	Form of Tranche 2 Warrant Agreement, dated February 3, 2023, by and among the Registrant and Hercules Capital, Inc. and affiliates.		Form 8-K (Exhibit 4.1)	2/9/2023	001-33277
4.3	Form of Pre-Funded Warrant of the Registrant.		Form 8-K (Exhibit 4.1)	10/2/2023	001-33277
4.4	Description of Securities of the Registrant.		Form 10-K (Exhibit 4.3)	2/23/2023	001-33277
Equity Agreements					
10.1	Securities Purchase Agreement, dated June 20, 2017, by and among the Registrant and the investors party thereto, including the Registration Rights Agreement attached as Exhibit B thereto.		Form 8-K (Exhibit 10.1)	6/21/2017	001-33277
10.2	Amendment No. 2, dated December 22, 2022, to Securities Purchase Agreement, dated June 20, 2017, by and among the Registrant and the investors listed on the signature pages thereto.		Form 8-K (Exhibit 10.2)	12/23/2022	001-33277
10.3	Sales Agreement, dated May 7, 2024, by and between Madrigal Pharmaceuticals, Inc. and TD Securities (USA) LLC.		Form 8-K (Exhibit 1.1)	5/7/2024	001-33277
10.4	Securities Purchase Agreement, dated December 21, 2022, by and among the Registrant and the institutional investors listed on the signature pages thereto.		Form 8-K (Exhibit 10.1)	12/23/2022	001-33277
10.6	Registration Rights Agreement, dated August 7, 2023, by and among Madrigal Pharmaceuticals, Inc., 667, L.P. and Baker Brothers Life Sciences, L.P.		Form 10-Q (Exhibit 10.2)	8/8/2023	001-33277

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference herein from Form or Schedule	Filing Date	SEC File / Registration Number
Debt Agreements					
10.7†#	Loan and Security Agreement, dated May 9, 2022, as amended by the First Amendment to Loan and Security Agreement, dated February 3, 2023, and the Second Amendment to Loan and Security Agreement, dated August 22, 2024, by and among Madrigal Pharmaceuticals, Inc., Canticle Pharmaceuticals, Inc., the several banks and other financial institutions or entities from time to time party thereto and Hercules Capital, Inc.		Form 10-Q (Exhibit 10.2)	10/31/2024	001-33277
Agreements with Respect to Collaborations, Licenses, Research and Development					
10.8†#	Research, Development and Commercialization Agreement, dated December 18, 2008, by and between Hoffmann-La Roche, Inc., F. Hoffmann-La Roche Ltd and the Registrant.†		Form 10-Q (Exhibit 10.5)	11/14/2016	001-33277
Equity Compensation Plans					
10.9*	Amended 2015 Stock Plan.		Form 8-K (Exhibit 10.1)	6/27/2024	001-33277
10.10*	Form of Incentive Stock Option Agreement under Amended 2015 Stock Plan.		Form 10-K (Exhibit 10.10)	3/31/2017	001-33277
10.11*	Form of Nonqualified Stock Option Agreement under Amended 2015 Stock Plan.		Form 10-K (Exhibit 10.11)	3/31/2017	001-33277
10.12*	Form of Nonqualified Stock Option Agreement for Directors under Amended 2015 Stock Plan (pre-2023).		Form 10-K (Exhibit 10.13)	3/31/2017	001-33277
10.13*	Form of RSU Agreement for Directors under Amended 2015 Stock Plan.		Form 10-Q (Exhibit 10.3)	8/8/2023	001-33277
10.14*	Form of RSU Agreement for Executive Officers (2023) under Amended 2015 Stock Plan.		Form 10-Q (Exhibit 10.4)	8/8/2023	001-33277
10.15*	Form of RSU Agreement for Employees under Amended 2015 Stock Plan.		Form 10-Q (Exhibit 10.5)	8/8/2023	001-33277
10.16*†	2023 Inducement Plan.		Form S-8	9/11/2023	333-27445
10.17*†	Form of Stock Option Agreement under 2023 Inducement Plan.		Form S-8	9/11/2023	333-27445
10.18*†	Form of Restricted Stock Unit Agreement under 2023 Inducement Plan.		Form S-8	9/11/2023	333-27445
Agreements with Executive Officers and Directors					
10.19*	Form of Indemnification Agreement between the Registrant and certain directors and executive officers.		Form 10-K (Exhibit 10.20)	2/28/2024	001-33277
10.20*	Letter Agreement, dated April 13, 2016, by and between the Company and Rebecca Taub, M.D.		Form 8-K (Exhibit 10.4)	7/22/2016	001-33277
10.21*†	Letter Agreement (including agreements attached as exhibits thereto), dated September 7, 2023, by and between Madrigal Pharmaceuticals, Inc. and William J. Sibold.		Form 8-K (Exhibit 10.1)	9/13/2023	001-33277
10.22*†	Letter Agreement (including agreements attached as exhibits thereto), dated November 5, 2023, by and between Madrigal Pharmaceuticals, Inc. and Carole Huntsman.		Form 10-Q (Exhibit 10.1)	5/7/2024	001-33277
10.23*†	Letter Agreement (including agreements attached as exhibits thereto), dated February 25, 2024, by and between Madrigal Pharmaceuticals, Inc. and Mardi Dier.		Form 10-Q (Exhibit 10.2)	5/7/2024	001-33277
10.24*†	Letter Agreement, dated January 3, 2024, by and between Madrigal Pharmaceuticals, Inc. and Shannon Kelley, as amended and supplemented by the Letter Agreement, dated August 2, 2024, by and between Madrigal Pharmaceuticals, Inc. and Shannon Kelley.		Form 10-Q (Exhibit 10.1)	10/31/2024	001-33277
Lease					
10.25#	Office Lease (with respect to corporate headquarters facility located in West Conshohocken, Pennsylvania) and amendments thereto.	X			

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference herein from Form or Schedule	Filing Date	SEC File / Registration Number
10.26#	First Amendment to Office Lease.	X			
10.27#	Second Amendment to Office Lease.	X			
10.28#	Third Amendment to Office Lease.	X			
10.29#	Fourth Amendment to Office Lease.	X			
10.30#	Fifth Amendment to Office Lease.	X			
10.31#	Sixth Amendment to Office Lease.	X			
10.32#	Seventh Amendment to Office Lease.	X			
10.33#	Eighth Amendment to Office Lease.	X			
10.34#	Ninth Amendment to Office Lease.	X			
Commercial Supply Agreement					
10.35†#	Commercial Supply Agreement, dated as of August 21, 2023, by and between Gregory Pharmaceutical Holdings, Inc. (d/b/a UPM Pharmaceuticals) and Madrigal Pharmaceuticals, Inc.	X			
10.36†#	Resmetirom Commercial Supply Agreement, dated as of December 23, 2024, by and between Evonik Corporation and Madrigal Pharmaceuticals, Inc.	X			
19.1	Insider Trading Policy.	X			
21.1	List of Subsidiaries.	X			
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.	X			
31.1	Certification of Principal Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
32.1**	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X			
97.1	Incentive Compensation Recovery Policy.		Form 10-K (Exhibit 97.1)	2/28/2024	001-33277
97.2	Supplemental Compensation Recovery Policy.		Form 10-Q (Exhibit 10.3)	5/7/2024	001-33277
101.INS	Inline XBRL Instance Document.	X			
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	X			
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X			
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X			
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X			
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X			
104	Inline XBRL for the cover page of this Annual Report on Form 10-K, included in the Exhibit 101 Inline XBRL Document Set.	X			

* Indicates a management contract, compensatory plan or arrangement.

** The certifications attached as Exhibit 32.1 that accompany this Annual Report on Form 10-K are not deemed filed with the SEC and are not to be incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, regardless of any general incorporation language contained in any filing.

† Certain portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

Exhibits and schedules omitted pursuant to Item 601(a)(5) of Regulation S-K.

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, as amended, the registrant has duly caused this Report to be signed on its behalf by the undersigned thereunto duly authorized.

MADRIGAL PHARMACEUTICALS INC.

Date: February 26, 2025

By: /s/ WILLIAM J. SIBOLD
William J. Sibold
President and Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below hereby constitutes and appoints William J. Sibold and Mardi Dier and each or either of them, acting individually, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Report, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or any of them, or their or his or her substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Exchange Act, as amended, this Annual Report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ WILLIAM J. SIBOLD William J. Sibold	President and Chief Executive Officer (Principal Executive Officer)	February 26, 2025
/s/ MARDI C. DIER Mardi C. Dier	Chief Financial Officer (Principal Financial and Accounting Officer)	February 26, 2025
/s/ JULIAN C. BAKER Julian C. Baker	Chair of the Board	February 26, 2025
/s/ REBECCA TAUB, M.D. Rebecca Taub, M.D.	Director	February 26, 2025
/s/ FRED B. CRAVES, PH.D. Fred B. Craves, Ph.D.	Director	February 26, 2025
/s/ KENNETH M. BATE Kenneth M. Bate	Director	February 26, 2025
/s/ PAUL A. FRIEDMAN, M.D. Paul A. Friedman, M.D.	Director	February 26, 2025
/s/ RAYMOND CHEONG, M.D., PH.D. Raymond Cheong, M.D., Ph.D.	Director	February 26, 2025

Signatures	Title	Date
/s/ RICHARD S. LEVY, M.D. Richard S. Levy, M.D.	Director	February 26, 2025
/s/ JAMES M. DALY James M. Daly	Director	February 26, 2025

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

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

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Madrigal Pharmaceuticals, Inc. and its subsidiaries (the "Company") as of December 31, 2024 and 2023, and the related consolidated statements of operations, of comprehensive loss, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report On Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (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 audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

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 (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) 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 (iii) 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.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters 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.

Recognition of Product Revenue, Net

As described in Note 2 to the consolidated financial statements, the Company recognizes revenue at a point in time when the customer obtains control of promised goods or services in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Revenue is recorded net of variable consideration, which includes prompt pay discounts, returns, chargebacks, rebates, and co-payment assistance. Total product revenue, net, recognized during the year ended December 31, 2024 was $180.1 million.

The principal consideration for our determination that performing procedures relating to the recognition of product revenue, net is a critical audit matter is a high degree of auditor effort in performing procedures related to the Company's revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process. These procedures also included, among others, (i) testing revenue recognized for a sample of revenue transactions by obtaining and inspecting source documents, such as customer contracts, purchase orders, invoices, proof of delivery and subsequent cash receipts, where applicable; (ii) testing the Company's reconciliation of gross revenue recognized from product sales to third-party information, and (iii) testing, on a sample basis, variable consideration transactions by obtaining and inspecting source documents such as rebate claims received from indirect customers and corresponding payments, and evaluating for consistency with the contractual terms and the Company's policies.

/s/ PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
February 26, 2025

We have served as the Company's auditor since 2016.

MADRIGAL PHARMACEUTICALS, INC.

Consolidated Balance Sheets

(in thousands, except share and per share amounts)

	December 31, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 100,019	$ 99,
Restricted cash	5,000	
Marketable securities	826,232	534,
Trade receivables, net	53,822	
Inventory	34,068	
Prepaid expenses and other current assets	13,786	3,
Total current assets	1,032,927	637,
Property and equipment, net	2,190	1,
Intangible assets, net	4,729	
Right-of-use asset	2,401	1,
Total assets	$ 1,042,247	$ 640,
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 43,599	$ 28,
Accrued liabilities	124,695	89,
Lease liability	983	
Total current liabilities	169,277	118,
Long term liabilities:		
Loan payable, net of discount	117,569	115,
Lease liability	1,018	1,
Total long term liabilities	118,587	116,
Total liabilities	287,864	235,
Stockholders' equity:		
Preferred stock, par value $0.0001 per share authorized: 5,000,000 shares at December 31, 2024 and December 31, 2023; 2,369,797 and 2,369,797 shares issued and outstanding at December 31, 2024 and December 31, 2023, respectively	—	
Common stock, par value $0.0001 per share authorized: 200,000,000 at December 31, 2024 and December 31, 2023; 22,004,679 and 19,875,427 shares issued and outstanding at December 31, 2024 and December 31, 2023, respectively	2	
Additional paid-in-capital	2,556,095	1,741,
Accumulated other comprehensive income	468	
Accumulated deficit	(1,802,182)	(1,336,
Total stockholders' equity	754,383	405,
Total liabilities and stockholders' equity	$ 1,042,247	$ 640,

See accompanying notes to consolidated financial statements.

MADRIGAL PHARMACEUTICALS, INC.

Consolidated Statements of Operations

(in thousands, except share and per share amounts)

	Year Ended December 31,		
	2024	**2023**	**2022**
Revenues:			
Product revenue, net	$ 180,133	$ —	$
Operating expenses:			
Cost of sales	6,233	—	
Research and development	236,718	272,350	245,
Selling, general and administrative	435,057	108,146	48,
Total operating expenses	678,008	380,496	293,
Loss from operations	(497,875)	(380,496)	(293,
Interest income	46,654	19,578	2,
Interest expense	(14,671)	(12,712)	(3,
Net loss	$ (465,892)	$ (373,630)	$ (295,
Net loss per common share:			
Basic and diluted net loss per common share	$ (21.90)	$ (19.99)	$ (17
Basic and diluted weighted average number of common shares outstanding	21,272,962	18,687,774	17,137

See accompanying notes to consolidated financial statements.

MADRIGAL PHARMACEUTICALS, INC.

Consolidated Statements of Comprehensive Loss

(in thousands, except share and per share amounts)

	Year Ended December 31,		
	2024	2023	2022
Net Loss	$ (465,892)	$ (373,630)	$ (295,1
Other comprehensive income:			
Unrealized gain on available-for-sale securities	—	500	
Comprehensive loss	$ (465,892)	$ (373,130)	$ (295,1

See accompanying notes to consolidated financial statements.

MADRIGAL PHARMACEUTICALS, INC.

Consolidated Statements of Stockholders' Equity

(in thousands, except share and per share amounts)

	Preferred stock		Common stock		Additional paid-in Capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders equity
	Shares	Amount	Shares	Amount				
Balance at December 31, 2021	1,969,797	$ —	17,103,395	$ 2	$ 863,495	$ (80)	$ (667,310)	$ 19
Issuance of common and preferred shares in equity offering, excluding to related parties, net of transaction costs	400,000	—	783,344	—	255,382	—	—	25
Sale of common shares to related parties and exercise of common stock options, net of transaction costs	—	—	215,784	—	8,955	—	—	
Stock-based compensation expense related to equity-classified awards	—	—	—	—	31,625	—	—	3
Unrealized gain on marketable securities	—	—	—	—	—	48	—	
Hercules warrant	—	—	—	—	622	—	—	
Net loss	—	—	—	—	—	—	(295,350)	(29
Balance at December 31, 2022	2,369,797	$ —	18,102,523	$ 2	$ 1,160,079	$ (32)	$ (962,660)	$ 19
Issuance of common shares in equity offerings, excluding to related parties, net of transaction costs	—	—	1,346,199	—	260,187	—	—	26
Sale of warrants and common shares to related parties and exercise of common stock options, net of transaction costs	—	—	426,705	—	270,292	—	—	27
Stock-based compensation expense related to equity-classified awards	—	—	—	—	49,735	—	—	4
Unrealized gain on marketable securities	—	—	—	—	—	500	—	
Hercules warrant	—	—	—	—	860	—	—	
Net loss	—	—	—	—	—	—	(373,630)	(37
Balance at December 31, 2023	2,369,797	$ —	19,875,427	$ 2	$ 1,741,153	$ 468	$ (1,336,290)	$ 40
Issuance of common shares in equity offerings, excluding to related parties, net of transaction costs	—	—	1,096,153	—	397,487	—	—	39
Sale of warrants and common shares to related parties and exercise of common stock options, net of transaction costs	—	—	1,033,099	—	337,575	—	—	33
Stock-based compensation expense related to equity-classified awards	—	—	—	—	79,880	—	—	7
Net loss	—	—	—	—	—	—	(465,892)	(46
Balance at December 31, 2024	2,369,797	$ —	22,004,679	$ 2	$ 2,556,095	$ 468	$ (1,802,182)	$ 75

See accompanying notes to consolidated financial statements.

MADRIGAL PHARMACEUTICALS, INC.

Consolidated Statements of Cash Flows

(in thousands, except share and per share amounts)

	Year Ended December 31,		
	2024	**2023**	**2022**
Cash flows from operating activities:			
Net loss	$ (465,892)	$ (373,630)	$ (295,
Adjustments to reconcile net loss to net cash used in operating activities:			
Stock-based compensation expense	79,880	49,735	31,
Depreciation and amortization expense	1,096	527	
Amortization of debt issuance costs and discount	2,089	2,414	
Amortization and interest accretion related to operating leases	(400)	—	
Changes in operating assets and liabilities:			
Trade receivables, net	(53,822)	—	
Inventory	(34,068)	—	
Prepaid expenses and other current assets	(10,636)	(555)	(1,
Accounts payable	15,558	4,210	2,
Accrued liabilities	34,715	(1,481)	36,
Accrued interest, net of interest received on maturity of investments	(24,092)	(5,450)	
Net cash used in operating activities	(455,572)	(324,230)	(224,
Cash flows from investing activities:			
Purchases of marketable securities	(1,131,207)	(834,439)	(143,
Sales and maturities of marketable securities	863,283	333,398	350,
Acquisition of intangible asset	(5,000)	—	
Purchases of property and equipment, net of disposals	(1,462)	(1,479)	(
Net cash provided by (used in) investing activities	(274,386)	(502,520)	206,
Cash flows from financing activities:			
Proceeds from issuances of stock, excluding related parties, net of transaction costs	397,487	260,187	255,
Proceeds from related parties - warrants, exercise of common stock options, net of transaction costs	337,575	270,292	8,
Proceeds from issuance of loan payable	—	65,000	50,
Payment of debt issuance costs	—	(363)	(
Net cash provided by financing activities	735,062	595,116	313,
Net increase (decrease) in cash and cash equivalents	5,104	(231,634)	295,
Cash, cash equivalents, and restricted cash at beginning of period	99,915	331,549	36,
Cash, cash equivalents, and restricted cash at end of period	$ 105,019	$ 99,915	$ 331,
Supplemental disclosure of cash flow information:			
Obtaining a right-of-use asset in exchange for a lease liability	$ 1,330	$ 1,628	$

See accompanying notes to consolidated financial statements.

MADRIGAL PHARMACEUTICALS, INC.

Notes to Consolidated Financial Statements

1. Organization, Business and Basis of Presentation

Organization and Business

Madrigal Pharmaceuticals, Inc. (the "Company" or "Madrigal") is a biopharmaceutical company focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis ("MASH"), a serious liver disease with high unmet medical need that can lead to cirrhosis, liver failure and premature mortality. MASH is expected to become the leading cause of liver transplantation in the United States and is already the leading cause of liver transplantation among women in the United States. The Company's medication, Rezdiffra (resmetirom), is a once-daily, oral, liver-directed THR-β agonist designed to target key underlying causes of MASH. In March 2024, Rezdiffra became the first and only FDA-approved therapy for patients with MASH. Rezdiffra became commercially available in the United States in April 2024. Rezdiffra is indicated in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis).

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP") and include accounts of the Company and its wholly-owned subsidiaries. Certain prior period amounts have been reclassified to align with current period presentation.

During the three months ended December 31, 2024, the Company recorded an out-of-period adjustment related to clinical trial accruals that reduced research and development expense, net loss, and accrued liabilities by $36.9 million, $25.6 million of which related to fiscal years 2021 through 2023. The Company evaluated the impact of the error and out-of-period adjustment and concluded the error was not material to any previously filed interim or annual consolidated financial statements, and the out-of-period adjustment for the cumulative correction is not material to the year ended December 31, 2024.

2. Summary of Significant Accounting Policies

Principle of Consolidation

The consolidated financial statements include the financial statements of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on historical experience and various other assumptions that management believes to be reasonable under the circumstances. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

Revenue Recognition

The Company recognizes revenue in accordance with ASC Topic 606 - Revenue from Contracts with Customers. Revenue is recognized at a point in time when the customer obtains control of promised goods or services in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligation(s) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract; and (v) recognize revenue when (or as) the Company satisfies its performance obligation(s).

Product Revenue, Net

On March 14, 2024, the Company announced that the U.S. Food and Drug Administration ("FDA") granted accelerated approval of Rezdiffra (resmetirom) in conjunction with diet and exercise for the treatment of adults with

noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). The Company enters into agreements with specialty pharmacies and specialty distributors (each a "Customer" and collectively the "Customers") to sell Rezdiffra in the U.S. Revenues from product sales are recognized when the Customer obtains control of the Company's product, which occurs at a point in time, typically upon delivery to the Customer.

Revenue is recorded net of variable consideration, which includes prompt pay discounts, returns, chargebacks, rebates, and co-payment assistance. The variable consideration is estimated based on contractual terms as well as management assumptions. The amount of variable consideration is calculated by using the expected value method, which is the sum of probability-weighted amounts in a range of possible outcomes, or the most likely amount method, which is the single most likely amount in a range of possible outcomes. Estimates are reviewed quarterly and adjusted as necessary.

Accruals are established for gross to net deductions and actual amounts incurred are offset against applicable accruals. The Company reflects these accruals as either a reduction in the related account receivable from the customer or as an accrued liability, depending on the means by which the deduction is settled. Sales deductions are based on management's estimates that involve a substantial degree of judgment.

Prompt Pay: Customers receive a prompt pay discount for payments made within a contractually agreed number of days before the due date. The discounts are accounted for as a reduction of the transaction price and recorded as a contra receivable.

Returns: The Company records allowances for product returns as a reduction of revenue at the time product sales are recorded. Product returns are estimated based on forecasted sales and historical and industry data. Returns are permitted in accordance with the return goods policy defined within each customer agreement. A returns reserve is recorded as an accrued liability.

Chargebacks: The Company estimates obligations resulting from contractual commitments with the government and other entities to sell products to qualified healthcare providers at prices lower than the list prices charged to the customer who directly purchases from the Company. The customer charges the Company for the difference between what it pays to the Company for the product and the selling price to the qualified healthcare providers, with the difference recorded as a contra receivable.

Co-Payment Assistance: Co-payment assistance programs are offered to eligible end-users as price concessions and are recorded as accrued liabilities and a reduction of the transaction price. The Company uses a third-party to administer the co-payment program for pharmacy benefit claims.

Rebates: The Company is subject to discount obligations under government programs, including Medicaid and Medicare. Reserves for rebates are recorded in the same period the related product revenue is recognized, resulting in a reduction of product revenues and a current liability that is included in accrued expenses on the consolidated balance sheet. The Company's estimate for rebates is based on statutory discount rates, expected utilization or an estimated number of patients on treatment, as applicable.

Trade Receivables, Net

The Company's trade receivables relate to amounts due from Customers related to product sales and are recorded net of prompt pay discounts and chargebacks. The Company assesses collectibility of overdue receivables and those determined to be uncollectible are written-off. As of December 31, 2024, there were no receivables written off.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains its cash in bank accounts, the balance of which, at times, exceeds Federal Deposit Insurance Corporation insured limits.

The primary objective of the Company's investment activities is to preserve its capital for the purpose of funding operations and the Company does not enter into investments for trading or speculative purposes. The Company's cash is deposited in highly rated financial institutions in the United States. The Company invests in money market funds and high-grade, commercial paper and corporate bonds, which management believes are subject to minimal credit and market risk.

Marketable Securities

Marketable securities consist of investments in high-grade corporate obligations, and government and government agency obligations that are classified as available-for-sale. Since these securities are available to fund current operations they are classified as current assets on the consolidated balance sheets.

The Company adjusts the cost of available-for-sale debt securities for amortization of premiums and accretion of discounts to maturity. The Company includes such amortization and accretion as a component of interest income, net.

Realized gains and losses and declines in value, if any, that the Company judges to be the result of impairment or as a result of recognizing an allowance for credit losses on available-for-sale securities are reported as a component of interest income. To determine whether an impairment exists, the Company considers whether it intends to sell the debt security and, if the Company does not intend to sell the debt security, it considers available evidence to assess whether it is more likely than not that it will be required to sell the security before the recovery of its amortized cost basis. During the years ended December 31, 2024, 2023 and 2022, the Company determined it did not have any securities that were other-than-temporarily impaired.

Marketable securities are stated at fair value, including accrued interest, with their unrealized gains and losses included as a component of accumulated other comprehensive income or loss, which is a separate component of stockholders' equity. The fair value of these securities is based on quoted prices and observable inputs on a recurring basis. Realized gains and losses are determined on the specific identification method. During the year ended December 31, 2024, realized gains and losses on marketable securities were not material. During the years ended December 31, 2023 and 2022, the Company did not have any realized gains or losses on marketable securities.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments, which include cash equivalents, and marketable securities, approximate their fair values. The fair value of the Company's financial instruments reflects the amounts that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy has the following three levels:

Level 1—quoted prices in active markets for identical assets and liabilities.

Level 2—observable inputs other than Level 1 inputs. Examples of Level 2 inputs include quoted prices in active markets for similar assets or liabilities and quoted prices for identical assets or liabilities in markets that are not active.

Level 3—unobservable inputs that reflect the Company's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Financial assets and liabilities are classified in their entirety within the fair value hierarchy based on the lowest level of input that is significant to the fair value measurement. The Company measures the fair value of its marketable securities by taking into consideration valuations obtained from third-party pricing sources. The pricing services utilize industry standard valuation models, including both income and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker-dealer quotes on the same or similar securities, issuer credit spreads, benchmark securities and other observable inputs.

As of December 31, 2024 and 2023, the Company's financial assets valued based on Level 1 inputs consisted of cash and cash equivalents in a money market fund, its financial assets valued based on Level 2 inputs consisted of high-grade corporate and government agency bonds and commercial paper, and it had no financial assets valued based on Level 3 inputs. During the years ended December 31, 2024, 2023 and 2022, the Company did not have any transfers of financials assets between Levels 1 and 2. As of December 31, 2024 and 2023, the Company did not have any financial liabilities that were recorded at fair value on a recurring basis on the balance sheet.

Inventory

Inventory, which consists of work in process and finished goods, is stated at the lower of cost or estimated net realizable value, using actual cost, based on a first-in, first-out method. The balance sheet classification of inventory as current or non-current is determined by whether it will be consumed within the Company's normal operating cycle. The Company analyzes its inventory levels quarterly and writes down inventory subject to expiry or in excess of expected requirements, or that has a cost basis in excess of its expected net realizable value. These write downs are charged to cost of sales in the accompanying Consolidated Statements of Income. The Company capitalizes inventory costs when future commercial sale in the ordinary course of business is probable.

The Company considered regulatory approval of its product candidate to be uncertain and product manufactured prior to regulatory approval could not have been sold unless regulatory approval was obtained. As such, the manufacturing costs incurred prior to regulatory approval were not capitalized as inventory, but rather were expensed as incurred as

research and development expenses. The Company began capitalizing inventory in March 2024 after FDA approval was granted.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs are comprised of costs incurred in performing research and development activities, including internal costs (including cash compensation and stock-based compensation), costs for consultants, milestone payments under licensing agreements, and other costs associated with the Company's preclinical and clinical programs. In particular, the Company has conducted safety studies in animals, optimized and implemented the manufacturing of its drug, and conducted clinical trials, all of which are considered research and development expenditures. Management uses significant judgment in estimating the amount of research and development costs recognized in each reporting period. Management analyzes and estimates the progress of its clinical trials, completion of milestone events per underlying agreements, invoices received and contracted costs when estimating the research and development costs to accrue in each reporting period. Actual results could differ from the Company's estimates.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of salaries, benefits and stock-based compensation expenses for employees, management costs, costs associated with obtaining and maintaining our patent portfolio, commercial and marketing activities, advertising, corporate insurance, professional fees for accounting, auditing, consulting and legal services, and allocated overhead expenses.

Leases

The Company determines if an arrangement is a lease at contract inception. All leases are classified as operating leases. Lease assets represent the right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the leasing arrangement. Operating lease assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. When an implicit rate is not readily determinable, an incremental borrowing rate is estimated based on information available at commencement. Lease expense is recognized on a straight-line basis over the lease term. Short-term leases of twelve months or less at commencement date are expensed on a straight-line basis over the lease term.

Patents

Costs to secure and defend patents are expensed as incurred and are classified as selling, general and administrative expense in the Company's statements of operations. Patent expenses were approximately $0.7 million, $0.9 million and $0.5 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Intangible Assets

Intangible assets with finite lives are amortized to cost of sales over their estimated useful lives using the straight-line method. Intangible assets are tested for recoverability whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable.

Stock-Based Compensation

The Company recognizes stock-based compensation expense based on the grant date fair value of stock options, restricted stock units, and other stock-based compensation awards granted to employees, officers, directors, and consultants. Awards that vest as the recipient provides service are expensed on a straight-line basis over the requisite service period.

The Company uses the Black-Scholes option pricing model to determine the grant date fair value of stock options as management believes it is the most appropriate valuation method for its option grants. The Black-Scholes model requires inputs for risk-free interest rate, dividend yield, volatility and expected lives of the options. The expected lives for options granted represent the period of time that options granted are expected to be outstanding. The Company uses the simplified method for determining the expected lives of options. Expected volatility is based upon an industry estimate or blended rate including the Company's historical trading activity. The risk-free rate for periods within the expected life of the option is based on the U.S. Treasury yield curve in effect at the time of the grant. The Company estimates the forfeiture rate based on historical data. This analysis is re-evaluated at least annually and the forfeiture rate is adjusted as necessary.

For other stock-based compensation awards granted to employees and directors that vest based on market conditions, such as the trading price of the Company's common stock achieving or exceeding certain price targets, the Company uses a Monte Carlo simulation model to estimate the grant date fair value and recognize stock compensation expense over the derived service period. The Monte Carlo simulation model requires key inputs for risk-free interest rate, dividend yield, volatility, and expected life.

The assumptions used in computing the fair value of equity awards reflect the Company's best estimates but involve uncertainties related to market and other conditions. Changes in any of these assumptions may materially affect the fair value of awards granted and the amount of stock-based compensation recognized.

Certain of the employee stock options granted by the Company are structured to qualify as incentive stock options (ISOs). Under current tax regulations, the Company does not receive a tax deduction for the issuance, exercise or disposition of ISOs if the employee meets certain holding requirements. If the employee does not meet the holding requirements, a disqualifying disposition occurs, at which time the Company may receive a tax deduction. The Company does not record tax benefits related to ISOs unless and until a disqualifying disposition is reported. In the event of a disqualifying disposition, the entire tax benefit is recorded as a reduction of income tax expense. The Company has not recognized any income tax benefit for its share-based compensation arrangements due to the fact that the Company does not believe it is more likely than not it will realize the related deferred tax assets.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740, "Income Taxes", which prescribes the use of the liability method where deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized based on the weight of available positive and negative evidence. The Company currently maintains a 100% valuation allowance on its deferred tax assets.

Comprehensive Loss

Comprehensive loss is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Changes in unrealized gains and losses on marketable securities represent the only difference between the Company's net loss and comprehensive loss.

Basic and Diluted Loss Per Common Share

Basic net loss per share is computed using the weighted average number of common shares outstanding during the period. Diluted net loss per common share is computed using the weighted average number of common shares outstanding and the weighted average dilutive potential common shares outstanding using the treasury stock method. However, for the years ended December 31, 2024, 2023 and 2022, diluted net loss per share is the same as basic net loss per share because the inclusion of weighted average shares of common stock issuable upon the exercise of stock options and warrants or vesting of restricted stock units, and common stock issuable upon the conversion of preferred stock would be anti-dilutive.

The following table summarizes outstanding securities not included in the computation of diluted net loss per common share as their inclusion would be anti-dilutive:

	As of December 31,		
	2024	2023	2022
Common stock options	1,528,143	2,355,779	2,857,054
Restricted stock units	499,559	376,117	—
Performance-based restricted stock units	235,520	150,000	—
Preferred stock	2,369,797	2,369,797	2,369,797
Warrants	3,625,244	2,067,552	14,899

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which enhances the disclosures required for operating segments in the Company's annual and interim consolidated financial statements. The amendments are effective

for fiscal years beginning after December 15, 2023, and interim periods beginning after December 15, 2024. Refer to Note 15 for the Company's segment information.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which enhances the disclosures required for income taxes in the Company's annual consolidated financial statements. The amendments are effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2023-09 on its financial statements.

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses ("DISE"), which applies to all public entities and requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement as well as disclosures about selling expenses. Public entities must adopt the new standard prospectively for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption and retrospective application are permitted. The Company is currently evaluating the impact of ASU 2024-03 on its financial statements.

3. Liquidity and Uncertainties

The Company is subject to risks common to development stage companies and early commercial companies in the biopharmaceutical industry including, but not limited to, uncertainty of product development and commercialization, dependence on key personnel, uncertainty of market acceptance of products and product reimbursement, product liability, uncertain protection of proprietary technology, potential inability to raise additional financing necessary for development and commercialization, and compliance with the U.S. Food and Drug Administration and other government regulations.

The Company has incurred losses since inception, including approximately $465.9 million for the year ended December 31, 2024, resulting in an accumulated deficit of approximately $1,802.2 million and $1,336.3 million as of December 31, 2024 and 2023, respectively. Management expects to incur losses until the Company is able to generate sufficient revenue from Rezdiffra and any other approved products. To date, the Company has funded its operations primarily through proceeds from sales of the Company’s capital stock and debt financings. The Company believes that its cash, cash equivalents and marketable securities at December 31, 2024 will be sufficient to fund operations past one year from the issuance of these financial statements. To meet its future capital needs, the Company may need to raise additional capital through debt or equity financings, collaborations, partnerships or other strategic transactions. However, there can be no assurance that the Company will be able to complete any such transactions on acceptable terms or otherwise. The inability of the Company to obtain sufficient funds on acceptable terms when needed, if at all, could have a material adverse effect on the Company’s business, results of operations and financial condition. The Company has the ability to delay certain planned commercialization costs, product manufacturing, research activities and related clinical expenses if necessary due to liquidity concerns until a date when those concerns are relieved.

4. Product Revenue, Net

The following table summarizes balances and activity for gross to net adjustments (in thousands):

	Chargebacks, Discounts for Prompt Pay and Other Allowances	Rebates, Customer Fees/Credits, Co-Pay Assistance, and Other	Totals
Balance at December 31, 2023	$ —	$ —	$ —
Provision related to sales in the current year	8,045	35,115	43,160
Adjustments related to prior year sales	—	—	—
Payments and customer credits issued	(3,857)	(13,412)	(17,269)
Balance at December 31, 2024	$ 4,188	$ 21,703	$ 25,891

Concentrations of Credit Risk and Significant Customers

The Company generates revenue from a small number of large, reputable customers. The following customers accounted for over 10% of total gross product revenue during the year ended December 31, 2024. As Rezdiffra was made commercially available in April 2024, there were no sales and no corresponding customer concentrations in 2023 or 2022.

	Year ended December 31,		
	2024	2023	2022
Customer A	39 %	— %	— %
Customer B	21 %	— %	— %
Customer C	14 %	— %	— %
Customer D	12 %	— %	— %

5. Cash, Cash Equivalents, Restricted Cash, and Marketable Securities

The Company held restricted cash of $5.0 million as of December 31, 2024 as collateral to its corporate credit card program. The Company had no restricted cash as of December 31, 2023.

A summary of cash, cash equivalents and available-for-sale marketable securities held by the Company as of December 31, 2024 and 2023 is as follows (in thousands):

	December 31, 2024			
	Cost	Unrealized gains	Unrealized losses	Fair value
Cash and cash equivalents:				
Cash (Level 1)	$ 24,495	$ —	$ —	$ 24,4
Money market funds (Level 1)	65,302	—	—	65,3
US government and government sponsored entities (Level 1)	12,711	—	—	12,7
Corporate debt securities due within 3 months of date of purchase (Level 2)	2,511	—	—	2,5
Total cash and cash equivalents	105,019	—	—	105,0
Marketable securities:				
Corporate debt securities due within 1 year of date of purchase (Level 2)	367,950	190	(64)	368,0
US government and government sponsored entities due within 1 year of date of purchase (Level 2)	382,793	279	(62)	383,0
US government and government sponsored entities due within 1 to 2 years of date of purchase (Level 2)	71,739	156	(25)	71,8
Corporate debt securities due within 1 to 2 years of date of purchase (Level 2)	3,282	—	(6)	3,2
Total cash, cash equivalents, restricted cash, and marketable securities	$ 930,783	$ 625	$ (157)	$ 931,2

	December 31, 2023			
	Cost	Unrealized gains	Unrealized losses	Fair value
Cash and cash equivalents:				
Cash (Level 1)	$ 2,729	$ —	$ —	$ 2,7
Money market funds (Level 1)	78,555	—	—	78,5
US government and government sponsored entities (Level 1)	14,967	—	—	14,9
Corporate debt securities due within 3 months of date of purchase (Level 2)	3,664	—	—	3,6
Total cash and cash equivalents	99,915	—	—	99,9
Marketable securities:				
Corporate debt securities due within 1 year of date of purchase (Level 2)	382,028	195	(7)	382,2
US government and government sponsored entities due within 1 year of date of purchase (Level 2)	150,743	280	(1)	151,0
Corporate debt securities due within 1 to 2 years of date of purchase (Level 2)	977	1	—	9
Total cash, cash equivalents and marketable securities	$ 633,663	$ 476	$ (8)	$ 634,1

6. Inventory

The following table summarizes the Company's inventory balances as of December 31, 2024 and 2023 (in thousands):

	December 31, 2024	December 31, 2023
Raw materials	$ —	$ —
Work in process	29,533	—
Finished goods	4,535	—
Total	$ 34,068	$ —

There was no provision for excess inventory recorded as of December 31, 2024.

7. Accrued Liabilities

Accrued liabilities as of December 31, 2024 and 2023 consisted of the following (in thousands):

	December 31, 2024	December 31, 2023
Contract research organization costs	$ 30,250	$ 50,737
Other clinical study related costs	2,161	3,724
Manufacturing and drug supply	9,941	9,705
Compensation and benefits	34,957	17,030
Professional fees	17,512	6,814
Gross to net accrued liabilities	21,703	—
Other	8,171	1,970
Total accrued liabilities	$ 124,695	$ 89,980

8. Long Term Debt

In May 2022 the Company and its wholly-owned subsidiary, Canticle Pharmaceuticals, Inc., entered into the $250.0 million Loan Facility (the "Loan Facility") with several banks and other financial institutions or entities party thereto (each, a "Lender" and collectively referred to as the "Lenders"), and Hercules Capital, Inc. ("Hercules"), in its capacity as administrative agent and collateral agent for itself and the Lenders. Under the terms of the Loan Facility, the first $50.0 million tranche was drawn at closing. The Company also could draw up to an additional $125.0 million in two separate tranches upon achievement of certain resmetirom clinical and regulatory milestones. A fourth tranche of $75.0 million could have been drawn by the Company, subject to the approval of Hercules. The Loan Facility had a minimum interest rate of 7.45% and adjusted with changes in the prime rate. The Company was originally scheduled to pay interest-only monthly payments of accrued interest under the Loan Facility through May 1, 2025, for a period of 36 months. In March 2024, the interest-only period was extended to May 1, 2026 when the Company achieved a milestone when Rezdiffra received FDA approval. The interest only period can further extended to May 3, 2027, upon the achievement of regulatory approval milestones and future revenue covenants, subject to compliance with applicable covenants. The Loan Facility originally matured in May 2026, but the maturity date was extended to May 2027 when the Company achieved a milestone upon receipt of FDA approval in March 2024. The Loan Facility is secured by a security interest in substantially all of the Company's assets, other than intellectual property. It includes an end of term charge of 5.35% of the aggregate principal amount, which is accounted for in the loan discount. In connection with the first tranche drawn at closing, the Company issued Hercules a warrant to purchase 14,899 shares of Company common stock, which had a Black-Scholes value of $0.6 million.

On February 3, 2023, the Company entered into the First Amendment (the "First Amendment") to the Loan Facility (as amended, the "Amended Loan Facility"). Under the Amended Loan Facility, an additional $35.0 million was drawn under a second, expanded, $65.0 million tranche ("Tranche 2") in February of 2023 following the Company's achievement of the Phase 3 clinical development milestone. An additional $15.0 million was drawn under Tranche 2 in June of 2023. The remaining $15.0 million available under Tranche 2 was drawn in September of 2023 in accordance with the Amended Loan Facility.

The third tranche ("Tranche 3") of $75.0 million was unchanged by the First Amendment, and such borrowings became available when the Company achieved a milestone with FDA approval for Rezdiffra in March 2024. The Company did not elect to draw Tranche 3 before it expired in June 2024, but subsequently entered into an amendment to extend the availability of these funds in August 2024. Coincident with the expansion of Tranche 2 borrowing capacity by $15.0 million, the First Amendment reduced the fourth tranche under the Loan Facility ("Tranche 4") by $15.0 million to $60.0 million.

In connection with the $35.0 million drawn under Tranche 2 at the closing of the First Amendment, $15.0 million drawn in June of 2023, and $15.0 million drawn in September 2023, the Company issued to Hercules and affiliates Tranche 2 Warrants to purchase an aggregate of 4,555 shares of common stock, which had a Black-Scholes value of $0.9 million. The First Amendment reduced the interest rate under the Amended Loan Facility to the greater of (i) the prime rate as reported in The Wall Street Journal plus 2.45% and (ii) 8.25%. The First Amendment and the Amended Loan Facility summary terms were disclosed in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 9, 2023.

On August 22, 2024, the Company entered into the Second Amendment (the "Second Amendment") to the Loan Facility (as amended by the First Amendment and the Second Amendment, the "Second Amended Loan Facility"). Under the Second Amended Loan Facility, the Company's borrowing capacity available under Tranche 4 is increased to include the $75.0 million available under Tranche 3 that was not utilized by the Company. After such increase, the Company's current borrowing capacity is $135.0 million under Tranche 4, which is available subject to Hercules' sole discretion.

The Loan Facility includes affirmative and restrictive financial covenants which commenced on January 1, 2023, including maintenance of a minimum cash, cash equivalents and liquid funds covenant of $35.0 million, which may decrease in certain circumstances if the Company achieves certain clinical milestones and a revenue milestone. The Loan Facility also includes a revenue-based covenant that could apply commencing at or after the time that financial reporting became due for the quarter ended September 30, 2024, however, the revenue-based covenant will be automatically waived pursuant to the terms of the Loan Facility at any time in which the Company maintains, as measured monthly, (i) a certain level of cash, cash equivalents and liquid funds relative outstanding debt under the Loan Facility or (ii) a market capitalization of at least $1.2 billion. The Loan Facility contains event of default provisions for: the Company's failure to make required payments or maintain compliance with covenants under the Loan Facility; the Company's breach of certain representations or default under certain obligations outside the Loan Facility; insolvency, attachment or judgment events affecting the Company; and any circumstance which has occurred or could reasonably be expected to have a material adverse effect on the Company, provided that, any failure to achieve a clinical milestone or approval milestone under the Loan Facility shall not in and of itself constitute a material adverse effect. The Loan Facility also includes customary covenants associated with a secured loan facility, including covenants concerning financial reporting obligations, and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets),

investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes, and deposit accounts.

As of December 31, 2024, the outstanding principal under the Loan Facility was $115.0 million. The interest rate as of December 31, 2024 was 9.95%. As of December 31, 2024, the Company was in compliance with all loan covenants and provisions.

Future minimum payments, including interest and principal, under the loans payable outstanding as of December 31, 2024 are as follows (in thousands):

Period Ending December 31, 2024:	Amount
2025	$ 11,616
2026	78,791
2027	53,107
	$ 143,514
Less amount representing interest	(22,361)
Less unamortized discount	(3,584)
Loans payable, net of discount	$ 117,569

9. Stockholders' Equity

Common Stock

Each common stockholder is entitled to one vote for each share of common stock held. The common stock will vote together with all other classes and series of stock of the Company as a single class on all actions to be taken by the Company's stockholders. Each share of common stock is entitled to receive dividends, as and when declared by the Company's Board of Directors (the "Board"). The Company has never declared cash dividends on its common stock and does not expect to do so in the foreseeable future.

Preferred Stock

The Series A and B Preferred Stock have a par value of $0.0001 per share and are convertible into shares of the common stock at a one-to-one ratio, subject to adjustment as provided in the Certificates of Designation of Preferences, Rights and Limitations of Series A Preferred Stock and Series B Preferred Stock that the Company filed with the Secretary of State of the State of Delaware on June 21, 2017 and December 22, 2022, respectively. The terms of the Series A and B Preferred Stock are set forth in such Certificates of Designation. Each share of the Series A and B Preferred Stock is convertible into shares of Common Stock following notice that may be given at the holder's option. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, after the satisfaction in full of the debts of the Company and the payment of any liquidation preference owed to the holders of shares of capital stock of the Company ranking prior to the Series A and B Preferred Stock upon liquidation, the holders of the Series A and B Preferred Stock shall participate pari passu with the holders of the Common Stock (on an as-if-converted-to-Common-Stock basis) in the net assets of the Company. Shares of the Series A and B Preferred Stock will generally have no voting rights, except as required by law. Shares of the Series A and B Preferred Stock will be entitled to receive dividends before shares of any other class or series of capital stock of the Company (other than dividends in the form of the Common Stock) equal to the dividend payable on each share of the Common Stock, on an as-converted basis.

2024 Public Offering

On March 18, 2024, the Company entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, Jefferies LLC, Cowen and Company, LLC, Evercore Group L.L.C. and Piper Sandler & Co, as representatives of the several underwriters named therein (the "2024 Underwriters"), pursuant to which the Company sold to the 2024 Underwriters in an underwritten public offering (the "2024 Offering"): (i) 750,000 shares of common stock at a public offering price of $260.00 per share, (ii) pre-funded warrants (the "2024 Pre-Funded Warrants") to purchase 1,557,692 shares of common stock at a public offering price of $259.9999 per 2024 Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant, and (iii) a 30-day option for the 2024 Underwriters to purchase up to 346,153 additional shares of common stock at the public offering price of $260.00 per share (the "Underwriters' Option"). The 2024 Offering closed on March 21, 2024. The gross proceeds of the 2024 Offering was $600.0 million, and the Company received net proceeds, after deducting the

underwriting discount and commissions and other estimated offering expenses payable by the Company, of approximately $574.0 million.

The Underwriters' Option was later exercised in full, and closed on April 2, 2024. The net proceeds to the Company for the exercise of the Underwriters' Option, after deducting the underwriting discounts and commissions and estimated offering expenses payable by the Company, was approximately $85.9 million.

The Company intends to use the net proceeds from the 2024 Offering for its commercial activities in connection with the launch of Rezdiffra in the United States and for general corporate purposes, including, without limitation, research and development expenditures, ongoing clinical trial expenditures, manufacture and supply of drug substance and drug products, potential ex-U.S. commercialization or partnering opportunities, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2024 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of 2024 Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of 2024 Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to the Company.

2023 Public Offering

On September 28, 2023, the Company entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, as representative of the several underwriters named therein, pursuant to which the Company sold to the underwriters in an underwritten public offering (the "2023 Offering"): (i) 1,248,098 shares of common stock at a public offering price of $151.69 per share, and (ii) pre-funded warrants (the "Pre-Funded Warrants") to purchase 2,048,098 shares of common stock at a public offering price of $151.6899 per Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant. The 2023 Offering closed on October 3, 2023.

The gross proceeds of the 2023 Offering was $500.0 million, and the Company received net proceeds, after deducting the underwriting discount and commissions and other estimated offering expenses payable by the Company, of approximately $472.0 million. The Company intends to use the net proceeds from the 2023 Offering for its clinical and commercial activities in preparation for a potential launch of resmetirom in the United States and for general corporate purposes, including, without limitation, research and development expenditures, clinical trial expenditures, manufacture and supply of drug substance and drug products, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2023 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to the Company.

At-The-Market Issuance Sales Agreement

In June 2021, the Company entered into an at-the-market sales agreement (the "Original 2021 Sales Agreement") with Cowen and Company, LLC ("Cowen"), pursuant to which the Company could, from time to time, issue and sell shares of its common stock. The Original 2021 Sales Agreement authorized an aggregate offering of up to $200.0 million in shares of our common stock, at the Company's option, through Cowen as its sales agent. Sales of common stock through Cowen could be made by any method that is deemed an "at-the-market" offering as defined in Rule 415 promulgated under the Securities Act of 1933, as amended, including by means of ordinary brokers' transactions at market prices, in block transactions or as otherwise agreed by the Company and Cowen. Subject to the terms and conditions of the Original 2021 Sales Agreement, Cowen would use commercially reasonable efforts consistent with its normal trading and sales practices to sell the common stock based upon the Company's instructions (including any price, time or size limits or other customary parameters or conditions the Company imposed).

In May 2023, the Company amended the 2021 Agreement (the "Sales Agreement Amendment"), with Cowen, pursuant to which the Company may, from time to time, issue and sell an additional $200.0 million in shares of its common stock. The Company is not obligated to make any sales of its common stock under this arrangement. Any shares sold will be sold pursuant to the Registration Statement and prospectus supplement filed pursuant to the Registration Statement. The Sales Agreement Amendment authorizes sales of shares of the Company's common stock, from time to time, at the Company's option, through Cowen as its sales agent. Sales of common stock through Cowen may be made by any method

that is deemed an "at-the-market" offering as defined in Rule 415 promulgated under the Securities Act of 1933, as amended, and as described in the prospectus supplement.

Since the entry into the Sales Agreement Amendment in May 2023, the Company sold 98,101 shares in total under the 2021 Sales Agreement, as amended by the Sales Agreement Amendment, for an aggregate of $25.2 million in gross proceeds, with net proceeds to the Company of approximately $24.5 million after deducting commissions and other transaction costs. All shares were sold pursuant to the Company's effective Registration Statement and the prospectus supplement relating thereto. In total, the Company sold 1,334,044 shares of Common Stock having an aggregate offering price of $225.1 million pursuant to the 2021 Sales Agreement, as amended by the Sales Agreement Amendment.

In May 2024, the Company entered into a Sales Agreement (the "2024 Sales Agreement") with Cowen, replacing and superseding the 2021 Sales Agreement, as amended by the Sales Agreement Amendment which was terminated effective upon the entry into the 2024 Sales Agreement. The Company is authorized to issue and sell up to $300.0 million in shares of the Company's common stock under the 2024 Sales Agreement. The Company sold no shares in the year ended December 31, 2024 under either the 2021 Sales Agreement, as amended by the Sales Agreement Amendment (the "2024 Sales Agreement").

10. Stock-based Compensation

2015 Stock Plan

The 2015 Stock Plan, as amended (the "2015 Stock Plan"), is our shareholder-approved incentive plan through which equity based grants are awarded. The 2015 Stock Plan provides for the grant of incentive stock options, non-statutory stock options, restricted stock, restricted stock units and other stock-based compensation awards to employees, officers, directors, and consultants of the Company. The administration of the 2015 Stock Plan is under the general supervision of the Compensation Committee of the Board of Directors. The terms of stock options awarded under the 2015 Stock Plan, in general, are determined by the Compensation Committee, provided the exercise price per share generally shall not be set at less than the fair market value of a share of the common stock on the date of grant and the term shall not be greater than ten years from the date the option is granted. As of December 31, 2024, 1,205,990 shares were available for future issuance under the 2015 Stock Plan.

2023 Inducement Plan

In September 2023, the Company adopted the 2023 Inducement Plan (the "Inducement Plan"), pursuant to which the Company may from time to time make equity grants to new employees as a material inducement to their employment. The Inducement Plan was adopted without stockholder approval, pursuant to Nasdaq Listing Rule 5635(c)(4), and is administered by the Compensation Committee of the Board. The Inducement Plan provides for the granting of non-statutory stock options, restricted stock, restricted stock units, performance stock units and other stock-based compensation awards to new employees, but does not allow for the granting of incentive stock options. The terms of the stock options under the Inducement Plan, in general, are determined by the Compensation Committee, provided the exercise price per share generally shall not be set at less than the fair market value of a share of the common stock on the date of grant and the term shall not be greater than ten years from the date the option or award is granted. A total of 500,000 shares of the Company's common stock were reserved for issuance under the Inducement Plan. As of December 31, 2024, 25,176 shares were available for future issuance under the 2023 Inducement Plan.

Stock Options

The following table summarizes stock option activity during the year ended December 31, 2024:

	Shares	Weighted average exercise price	Weighted average remaining contractual life (years)	Aggregate intrinsic value (in thousands)
Outstanding at December 31, 2023	2,355,779	$ 79.94		
Options granted	170,872	234.80		
Options exercised	(928,800)	82.81		
Options cancelled	(69,708)	122.50		
Outstanding at December 31, 2024	1,528,143	$ 93.57	4.52	$ 328,574
Exercisable at December 31, 2024	1,172,585	$ 74.84	3.83	$ 274,073

The total cash received by the Company as a result of stock option exercises was $76.9 million, $34.0 million and $9.0 million for the years ended December 31, 2024, 2023, and 2022. The total intrinsic value of options exercised was $167.8 million $70.4 million and $47.3 million for the years ended December 31, 2024, 2023, and 2022. The weighted-average grant date fair values, based on the Black-Scholes option model, of options granted during the year ended December 31, 2024, 2023 and 2022 was $155.42, $149.15, and $54.68, respectively.

Restricted Stock Units

The Company's 2015 Stock Plan provides for awards of restricted stock units ("RSUs") to employees, officers, directors and consultants to the Company. The Company's Inducement Plan provides for awards of RSUs to new employees. RSUs vest over a period of months or years, or upon the occurrence of certain performance criteria or the attainment of stated goals or events, and are subject to forfeiture if employment or service terminates before vesting. As of December 31, 2024, the Company had 499,559 restricted stock units outstanding, with a weighted average grant date fair value of $237.07 per unit.

The following table summarizes RSU activity, excluding performance-based RSUs, during the year ended December 31, 2024:

	Shares	Weighted average grant date fair value
Outstanding at December 31, 2023	376,117	$ 241.45
RSUs granted	295,916	236.90
RSUs vested	(113,154)	248.37
RSUs forfeited	(59,320)	242.48
Outstanding at December 31, 2024	499,559	$ 237.07

Performance-Based Restricted Stock Units

The Company has granted various performance-based restricted stock units ("PSUs") to certain senior leadership. Depending on the terms of the PSUs and the outcome of the pre-established performance criteria, which may include a market and/or performance condition, a recipient may ultimately earn the target number of PSUs granted or a specified multiple thereof at the end of the vesting period.

The following table summarizes PSU activity during the year ended December 31, 2024:

	PSUs	Eligible to Earn PSUs	Weighted average grant date fair value
Outstanding PSUs at December 31, 2023	50,000	150,000	$ 146.37
PSUs granted	51,202	102,404	388.02
PSUs attained	—	—	—
PSUs forfeited	(8,442)	(16,884)	388.02
Outstanding at December 31, 2024	92,760	235,520	$ 257.77
Exercisable at December 31, 2024	—	—	$ —

Outstanding Awards

As of December 31, 2024, the Company had restricted stock units, performance stock units, and options outstanding pursuant to which an aggregate of 2,263,222 shares of its common stock may be issued pursuant to the terms of all awards granted under the 2015 Stock Plan and Inducement Plan.

Stock-Based Compensation Expense

Stock-based compensation expense during the years ended December 31, 2024, 2023 and 2022 was as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Stock-based compensation expense by type of award:			
Stock options	$ 26,977	$ 30,613	$ 31,625
Restricted stock units	35,136	14,974	—
Performance-based restricted stock units	17,767	4,148	—
Total stock-based compensation expense	$ 79,880	$ 49,735	$ 31,625
Effect of stock-based compensation expense by line item:			
Research and development	$ 22,158	$ 20,864	$ 13,876
Selling, general and administrative	57,722	28,871	17,749
Total stock-based compensation expense included in net loss	$ 79,880	$ 49,735	$ 31,625

Unrecognized stock-based compensation expense as of December 31, 2024 was $127.3 million with a weighted average remaining period of 2.60 years.

11. Leases

In 2019, the Company entered into an operating lease for office space located in West Conshohocken, PA (the "Office Lease"), which was later updated by three amendments entered into from 2019 to 2022. In May 2023, the Company entered into the Fourth Amendment to the Office Lease (the "Fourth Lease Amendment"), which did not have a financial impact. In August 2023, the Company entered into the Fifth Amendment to the Office Lease (the "Fifth Lease Amendment"). The Fifth Lease Amendment extended the term of the Office Lease through November 2026. As a result of the Fifth Lease Amendment, an incremental $1.6 million right-of-use asset and lease liabilities were recorded during the year ended December 31, 2023.

In April 2024 and May 2024, the Company entered into the Sixth Amendment (the "Sixth Lease Amendment") and the Seventh Amendment (the "Seventh Lease Amendment") to the Office Lease, respectively, leasing additional office space in the same premises under the Office Lease. The lease for such additional office space commenced in September 2024 and resulted in an incremental $1.2 million right-of-use asset and lease liability being recorded. In August 2024, the Company entered into the Eighth Amendment (the "Eighth Lease Amendment") and in October 2024, the Company entered into the Ninth Amendment (the "Ninth Lease Amendment") to the Office Lease, further expanding the amount of

office space in the same premises. The lease for the additional office space under the Eighth and Ninth Lease Amendments commenced in December 2024 and resulted in an incremental $0.2 million right-of-use asset and lease liability recorded.

Future minimum payments under the Company's operating leases related to the ROU asset and lease liability as of December 31, 2024 was as follows (in thousand):

		Operating Leases
2025	$	1,150
2026		1,072
Total minimum payments	$	2,222
Less: imputed interest		(221)
Present value of lease liabilities	$	2,001

As of December 31, 2024, the weighted average remaining operating lease term was 1.9 years and the weighted average discount rate used to determine the operating lease liabilities was 10.66%. Cash paid related to the lease liability was $1.1 million and $1.1 million for years ended December 31, 2024 and 2023 respectively. Operating lease costs were $0.9 million and $1.1 million for years ended December 31, 2024 and 2023 respectively. Rent, short term and variable leases costs were immaterial during the years ended December 31, 2023 and 2022.

12. Commitments and Contingencies

The Company has a Research, Development and Commercialization Agreement with Hoffmann-La Roche ("Roche") which grants the Company a sole and exclusive license to develop, use, sell, offer for sale and import any Licensed Product as defined by the agreement.

The agreement requires future milestone payments to Roche. In March 2024, upon receiving FDA approval of Rezdiffra, a milestone was achieved and $5.0 million was subsequently paid to Roche. The remaining milestone obligation under the agreement is $3.0 million and is payable upon the Company achieving specified objectives related to future regulatory approval in Europe of resmetirom or a product developed from resmetirom. Furthermore, a tiered single-digit royalty is payable on net sales of resmetirom or a product developed from resmetirom, subject to certain reductions. The Company began accruing for royalty payments following its commercial launch of Rezdiffra in April 2024. The Company had no Licensed Product sales for the years ended December 31, 2023 and 2022.

The Company has entered into customary contractual arrangements and letters of intent in preparation for and in support of the clinical trials as well as manufacturing costs of Rezdiffra.

13. Income Taxes

At December 31, 2024, the Company had federal net operating loss ("NOL") carryforwards of approximately $850.2 million available to reduce future taxable income, of which $40.4 million will expire between 2031 and 2037. The Company also has state operating loss carryforwards of approximately $823.5 million, available to reduce future taxable income, which expire between 2031 and 2043. The Company has unused federal and state research and development carryforwards of approximately $69.7 million which will begin to expire in 2031.

The Internal Revenue Code ("IRC") limits the amounts of NOL carryforwards that a Company may use in any one year in the event of certain cumulative changes in ownership over a three-year period as described in Section 382 of the IRC. Such change in ownership could limit the Company's utilization of the NOL, and could be triggered by subsequent sales of securities by the Company or stockholders. The deferred tax asset related to the NOL reflected on the financial statements could be affected by this limitation. Although a formal analysis has not been completed, the Company has determined that an ownership change likely occurred for Madrigal during the year ended December 31, 2017. The net operating losses are estimated to be subject to an annual limitation, of which none are expected to expire before becoming available to reduce future taxable income.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. As there is no assurance of future taxable income, a full valuation allowance has been established to offset the deferred tax assets. The valuation allowance increased $125.7 million for the year ended December 31, 2024. Changes in the deferred tax asset will be recorded as an income tax benefit or expense on the accompanying consolidated statements of operations.

Entities are also required to evaluate, measure, recognize and disclose any uncertain income tax provisions taken on their income tax returns. The Company has analyzed its tax positions and has concluded that as of December 31, 2024 there were no uncertain positions. The 2020 through 2023 tax returns are open to review by the IRS and state taxing authorities. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the IRS or state taxing authorities, to the extent utilized in a future period. Interest and penalties, if any, as they relate to income taxes assessed, are included in the income tax provision. There was no income tax related interest and penalties included in the income tax provision for 2024.

Temporary differences that give rise to deferred tax assets and liabilities are as follows (in thousands):

	For the years ended December 31,		
	2024	2023	2022
Deferred Tax Liabilities			
Unrealized gains on investments	$ 117	$ 117	$ —
Other deferred tax liabilities	100	—	—
Total Deferred Tax Liabilities	$ 217	$ 117	$ —
Deferred Tax Assets			
Charitable contributions	$ 37	$ 37	$ 45
Accrued expenses	8,082	3,857	2,398
Intangibles	401	503	589
Gross to net accruals	167	—	—
Stock compensation	16,342	33,976	27,226
Property, plant & equipment	172	95	106
Unrealized loss on investment	—	—	8
Net operating losses	214,427	121,552	68,305
Capitalized R&D	200,199	175,145	137,328
R&D credit	69,201	48,074	35,103
Total deferred tax assets before valuation allowance	509,028	383,239	271,108
Valuation allowance	(508,811)	(383,122)	(271,108)
Total deferred tax assets	217	117	—
Net deferred tax assets	$ —	$ —	$ —

Differences between the effective income tax rate and the U.S. statutory rate were as follows (in thousands):

	For the years ended December 31,		
	2024	2023	2022
Tax benefit at U.S. federal statutory rate	$ (97,837)	$ (78,462)	$ (62,023)
Stock based compensation	(9,954)	(8,287)	(7,844)
162M limitation	21,627	3,183	7,996
Other nondeductible expenses	835	53	16
State income taxes benefit before valuation allowance, net of federal benefit	(19,280)	(16,246)	13,090
Increase in domestic valuation allowance	125,689	112,606	59,466
Research and development credit	(17,679)	(12,971)	(10,712)
Other adjustments	(3,401)	124	11
Income tax expense (benefit)	$ —	$ —	$ —

14. Segment Information

The Company operates as one reportable segment focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis (“MASH”). The Company's Chief Executive Officer, as the chief operating decision maker ("CODM"), leads the Company in support of four core values—focus on the patient, having an owner mindset, the relentless pursuit of innovation and commitment to collaboration. To best align the Company with these values, the CODM reviews consolidated financials, along with qualitative information, to evaluate performance, manage and allocate resources, make operating decisions, and assess planning and forecasting on a total company basis. Assets, liabilities, and equity are reviewed and presented on the same level as the Company's consolidated balance sheet.

Management does not segment business operations for internal reporting or decision making purposes. As the Company has a single reporting segment, the segment accounting policies are the same as those at the Company level, as described in Note 2 "Summary of Significant Accounting Policies". As of December 31, 2024, the Company did not have revenue or material assets outside of the U.S.

The following table presents net income reported at the segment measure of profit and loss:

	Year Ended December 31,		
	2024	2023	2022
Product revenue, net	$ 180,133	$ —	$ —
Cost of sales	(6,233)	—	—
Research and development - personnel and internal expense	(73,418)	(56,824)	(39,121)
Research and development - external expense	(163,300)	(215,526)	(206,320)
Selling, general and administrative	(435,057)	(108,146)	(48,130)
Other segment income (expense)[1]	31,983	6,866	(1,779)
Net loss	$ (465,892)	$ (373,630)	$ (295,350)

[1] Other segment expense includes interest income and interest expense.

Exhibit 10.25

LEASE

This lease ("LEASE") is entered into as of 1/10/2019 between Four Tower Bridge Associates, a Pennsylvania limited partnership ("LANDLORD"), and Madrigal Pharmaceuticals, Inc., a Delaware corporation ("TENANT").

In consideration of the mutual covenants stated below, and intending to be legally bound, Landlord and Tenant covenant and agree as follows:

1. KEY DEFINED TERMS.

(a) "Abatement Period" means the period that begins on the Commencement Date and ends on the day immediately prior to the 2-month anniversary of the Commencement Date. During the Abatement Period, no Fixed Rent is due or payable, but Tenant shall pay to Landlord without regard to the Base Year (as defined in Section 5(a)), utilities for such Abatement Period, as set forth in Section 6.

(b) "Additional Rent" **means all** rents, costs, and expenses other than Fixed Rent that Tenant is obligated to pay Landlord pursuant to this Lease. •

(c) "Broker" **means** Jones Lang LaSalle Brokerage, Inc.

(d) "Building" means the building known *as* Four Tower Bridge located at 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428, containing approximately 86,021 rentable square feet.

(e) "Business Hours" **means the hours** of 6:00 a.m. to 7:30 p.m. on weekdays, excluding Building holidays.

(f) "Commencement Date" means the date that is the earlier of: (i) the date on which Tenant first conducts any business in all or any portion of the Premises; or (ii) the later of Substantial Completion (as defined in Exhibit C) or February I, 2019.

. (g) "Common Areas" means, to the extent applicable, the lobby, parking facilities, passenger elevators, rooftop terrace, fitness or health center, plaza and sidewalk areas, multi-tenanted floor restrooms, and other similar areas of unrestricted access at the Project or designated for the benefit of Building tenants, and the areas on multi-tenant floors in the Building devoted to corridors, elevator lobbies, and other similar facilities serving the Premises.

(h) "Expiration Date" means the last day of the Term, or such earlier date of termination of this Lease pursuant to the terms hereof.

(i) "Fixed Rent" means fixed rent in the amounts set forth below:

TIME PERIOD	FIXED RENT PER R.S.F.	ANNUALIZED FIXED RENT	MONTHLY INSTALLMENT
Commencement Date - end of Abatement Period	$0.00	$0.00	$0.00
Fixed Rent Start Date - end of Rent Period 1	$34.25	$356,748.00	$29,729.00
Rent Period 2	$34.94	$363,935.04	$30,327.92
Rent Period 3 - End of Initial Tenn	$35.64	$371,226.24	$30,935.52

U) "Fixed Rent Start Date" means the day immediately following the end of the Abatement Period.

.(k) "Initial Term" means the period commencing on the Commencement Date, and ending at

11:59 p.m. on: (i) if the Fixed Rent Start Date is the first day of a calendar month, the day immediately prior to the 36-month anniversary of the Fixed Rent Start Date; or (ii) if the Fixed Rent Start Date is not the first day ofa calendar month, the last day of the calendar month containing the 36-month anniversary of the Fixed Rent Start Date.

(I) "Laws" means federal, state, county, and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders, and other such requirements, and decisions by courts in cases where such decisions are considered binding precedents in the County of Montgomery, Commonwealth of Pennsylvania in which the Premises are located ("State"), and decisions of federal courts applying the laws of the State, including without limitation Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 et seq. and its regulations.

(m) "Premises" means the space presently known as Suite 200 in the Building, as shown on Exhibit A attached hereto, which is deemed to contain 10,416 rentable square feet.

(n) "Project" means the Building, together with the parcel of land owned by Landlord upon which the Building is located, and all Common Areas.

(o) "Rent" means Fixed **Rent** and Additional Rent. Landlord may apply payments received from Tenant to any obligations of Tenant under the Lease then due and owing without regard to any contrary Tenant instructions or requests. Additional Rent shall be paid by Tenant in the same manner as Fixed Rent, without setoff, deduction, or counterclaim.

(p) "Rent Period" means, with respect to Rent Period 1, the period that begins on the Fixed Rent Start Date and ends on the last day of the calendar month preceding the month in which the first anniversary of the Fixed Rent Start Date occurs; thereafter each succeeding Rent Period (Rent Period 2 and 3) shall commence on the day following the end of the preceding Rent Period, and shall extend for a full 12 consecutive-month period thereafter, but no later than the end of the Initial Term.

(q) "Tenant's NAICS Code" means Tenant's 6-digit North American Industry Classification number under the North American Industry Classification System as promulgated by the Executive Office of the President, Office of Management and Budget, which is 541714.

(r) "Term" means the Initial Term together with any extension of the term of this Lease agreed to by the parties in writing.

2. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term subject to the terms and conditions of this Lease. Landlord shall deliver to Tenant the Premises as of the Commencement Date with the Building Systems (as defined in Section 11{b)) in good and fully operational condition. Tenant shall accept the Premises as of the Commencement Date in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition, except that Landlord shall: (i) complete the Leasehold Improvements pursuant to Exhibit C attached hereto; and (ii) comply with its obligations under this Lease, which shall not be affected by the use of the Premises after the Commencement Date in **"AS IS",** "WHERE IS", **"WITH** ALLFAULTS" condition, including without limitation its maintenance and repair obligations pursuant to Section 11 below.

3. TERM. The Term shall commence on the Commencement Date. The terms and provisions of this Lease are binding on the parties upon Tenant's and Landlord's execution of this Lease notwithstanding a later Commencement Date for the Term. The rentable area of the Premises and the Building on the Commencement Date shall be deemed to be as stated in Section 1. By the Confirmation of Lease Term substantially in the form of Exhibit fl attached hereto ("COLT"), Landlord shall notify Tenant of the Commencement Date and all other matters stated therein. The COLT shall be conclusive and binding on Tenant as to all matters set forth therein unless, within 10 days following delivery of the COLT to Tenant, Tenant contests any of the matters contained therein by notifying Landlord in writing of Tenant's objections.

4. FIXED RENT: LATE FEE.

(a) Tenant covenants and agrees to pay to Landlord during the Term, without notice, demand,

setoff, deduction, or counterclaim; Fixed Rent in the amounts set forth in Section 1. The monthly installment of Fixed Rent specified in Section 1(i), the monthly amount of Estimated Operating Expenses as set forth in Section 5, and any estimated amount of utilities as set forth in Section 6, shall be payable to Landlord in advance on or before the first day of each month of the Term. If the Fixed Rent Start Date is not the first day of a calendar month, then the Fixed Rent due for the partial month commencing on the Fixed Rent Start Date shall be prorated based on the number of days in such month. All Rent payments shall be made by check payable to Landlord or electronic funds transfer (at Tenant's option). All Rent payments shall include the Building number and the Lease number, which numbers will be
provided to Tenant in the COLT.

(b) Contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall pay to Landlord the monthly Fixed Rent for the first full calendar month of the Term after the Abatement Period (and, if the Commencement Date is February 1, 2019, then the Fixed Rent for the second full calendar month of the Term after the Abatement Period shall be due on May 1, 2019).

(c) If Landlord does not receive the full payment from Tenant of any Rent when due under this Lease (without regard to any notice and/or cure period to which Tenant might be entitled), Tenant shall also pay to Landlord, as Additional Rent, a late fee in the amount of 5% of such overdue amount. Notwithstanding the foregoing, upon Tenant's written request, Landlord shall waive the above-referenced late fee 2 times during any 12 consecutive months of the Term provided Tenant makes the required payment within 3 days after receipt of notice of such late payment. With respect to any Rent payment (whether it be by check, ACH/wire, or other method) that is returned unpaid for any reason, Landlord shall have the right to assess a fee to Tenant as Additional Rent, which fee is currently $40.00 per returned payment.

5. OPERATING EXPENSES.

(a) Certain Definitions.

(i) "Base Year" means calendar year 2019.

(ii) "Janitorial Expenses" means all costs associated with trash and garbage removal, recycling, cleaning, and sanitizing the Building, and the items of work set forth in Exhibit D attached hereto.

(iii) "Operating Expenses" means collectively Project Expenses, Janitorial Expenses, Taxes, and Project Utility Costs (as defined in Section 6).

(iv) "Project Expenses" means all costs and expenses paid, incurred, or accrued by Landlord in connection with the maintenance, operation, repair, and replacement of the Project including, without limitation: a management fee not to exceed 5% of gross rents and revenues from the Project; all costs associated with the removal of snow and ice from the Project; property management office rent; costs for flexible work and community space for tenants of Landlord and Landlord's affiliates; conference room and fitness center costs; security measures; transportation program costs; capital expenditures, repairs, and replacements, but only to the extent of the amortized costs of such capital item over the useful life of the improvement as reasonably determined by Landlord or, if greater, the actual savings created by such capital item for each year of the Term; valet, concierge, and card-access parking system costs; insurance premiums and deductibles paid or payable by Landlord with respect to the Project (excluding D&O insurance and other insurance unrelated to the Project operations); and the cost of providing those services required to be furnished by Landlord under this Lease. Notwithstanding the foregoing, "Project Expenses" shall not include any of the following: (A) repairs or other work occasioned by fire, windstorm or other insured casualty or by the exercise of the right of eminent domain to the extent Landlord actually receives insurance proceeds or condemnation awards therefor; (B) leasing commissions, accountants', consultants', auditors or attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with other tenants or prospective tenants or other occupants, or associated with the enforcement of any other leases or the defense of Landlord's title to or interest in the real property or any part thereof; (C) costs incurred by Landlord in connection with the original construction of the Building and related facilities; (D) costs (including permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting, or redecorating leased space for other tenants or other occupants or vacant space; (E) interest on debt or amortization payments on any mortgage or deeds of trust or any other borrowings and any ground rent; (F) any compensation paid to clerks, attendants or other persons

in commercial concessions operated by Landlord; (G) any fines or fees for Landlord's failure to comply with Laws;
(H) legal, accounting and other expenses related to Landlord's financing, refinancing, mortgaging or selling the Building or the Project; (I) any increase in an insurance premium caused by the non-general office use, occupancy, or act of another tenant; (J) costs for sculpture, decorations, painting, or other objects of art in excess of amounts typically spent for such items in office buildings of comparable quality in the competitive area of the Building; (K) cost of any political, charitable, or civic contribution or donation; (L) reserves for repairs, maintenance, and replacements; (M) Taxes; (N) cost of utilities directly metered or submetered to Building tenants and paid separately by such tenants, and Project Utility Costs; (0) fines, interest, penalties or liens arising by reason ofLandlord's failure to pay any Project Expenses when due, except that Project Expenses shall include interest or similar charges if the collecting authority permits such Project Expenses to be paid in installments with interest thereon, such payments are not considered overdue by such authority and Landlord pays the Project Expenses in such installments; (P) costs and expenses associated with hazardous waste or hazardous substances not generated or brought to the Project by Tenant or its agents including but not limited to the cleanup of such hazardous waste or hazardous substances and the costs of any litigation (including, but not limited to reasonable attorneys' fees) arising out of the discovery of such hazardous waste or hazardous substances; (Q) the portion of any wages, salaries, fees, or fringe benefits paid to personnel above the level of regional property manager, not related directly to the operation, management, or repair of the Project; (R) costs of extraordinary services provided to other tenants of the Building or services to which Tenant is not entitled (including, without limitation, costs specially billed to and paid by specific tenants); (S) all costs relating to activities for the solicitation and execution of leases of space in the Building, including legal fees, real estate brokers' commissions, expenses, fees, and advertising, moving expenses, design fees, rental concessions, rental credits, tenant improvement allowances, lease assumptions or any other cost and expenses incurred in the connection with the leasing of any space in the Building; (T) costs representing an amount paid to an affiliate of Landlord (exclusive of any management fee permitted under the Operating Expense inclusions) to the extent in excess of market rates for comparable services if rendered by unrelated third parties; (U) costs arising from Landlord's default under this Lease or any other lease for space in the Building; (V) costs of selling the Project or any portion thereof or interest therein;
(W) costs or expenses arising from the negligence of Landlord or its agents or employees; (X) costs incurred to remedy, repair, or otherwise correct violations of Laws that exist on the Commencement Date; or (Y) ground rents or rentals payable by Landlord pursuant to any over-lease.

(v) "Taxes" means all taxes, assessments, and other governmental charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, including without limitation business improvement district charges, improvement contributions paid to business improvement districts or similar organizations, gross receipts tax for the Building, and special assessments for public improvements or traffic districts, that are levied or assessed against, or with respect to the ownership of, all or any portion of the Project during the Term or, iflevied or assessed prior to the Term, are properly allocable to the Term, business property operating license charges, and real estate tax appeal expenditures incurred by Landlord. "Taxes" shall not include: (i) any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon Landlord; or (ii) any transfer tax or recording charge resulting from a transfer of the Building or the Project; provided, however, if at any time during the Term the method of taxation prevailing at the commencement of the Term shall be altered such that in lieu of or as a substitute in whole or in part for any Taxes now levied, assessed, or imposed on real estate there shall be levied, assessed, or imposed: (A) a tax on the rents received from such real estate; or (B) a license fee measured by the rents receivable by Landlord from the Premises or any portion thereof; or
(C) a tax or license fee imposed upon the Premises or any portion thereof, then the same shall be included in Taxes. Tenant may not file or participate in any Tax appeals for any tax lot in the Project. Further, "Taxes" shall not include any sales, use, use and occupancy, transaction privilege, or other excise tax that may at any time be levied or imposed upon Tenant, or measured by any amount payable by Tenant under this Lease, whether such tax exists on the date of this Lease or is adopted hereafter (collectively, "Other Taxes"). Tenant shall pay all Other Taxes monthly or otherwise when due, whether collected by Landlord or collected directly by the applicable governmental agency; if applicable Law requires Landlord to collect any Other Taxes, such Other Taxes shall be payable to Landlord as Additional Rent.

(vi) "Tenant's Share" means the rentable square footage of the Premises divided by the rentable square footage of the Building on the date of calculation, which on the date of this Lease is stipulated to be 12.11%.

(b) Commencing on the first day after the end of the Base Year and continuing thereafter during the Term, Tenant shall pay to Landlord in advance on a monthly basis, payable pursuant to Section 5(c) below,

Tenant's Share of: (i) Project Expenses to the extent Project Expenses exceed Project Expenses for the Base Year; (ii) Janitorial Expenses to the extent Janitorial Expenses exceed Janitorial Expenses during the Base Year; (iii) Taxes to the extent Taxes exceed Taxes for the Base Year; and (iv) Project Utility Costs. If the Building is operated as part of a complex of buildings or in conjunction with other buildings or parcels of land, then Landlord may prorate the common expenses and costs with respect to each such building or parcel of land in such manner as Landlord, in its sole but reasonable judgment, shall determine. Landlord shall calculate Operating Expenses using generally accepted accounting principles, and may allocate certain categories of Operating Expenses to the applicable tenants on a commercially reasonable basis.

(c) For each calendar year (or portion thereof) for which Tenant has an obligation to pay any Operating Expenses, Landlord shall send to Tenant a statement of the monthly amount of projected Operating Expenses due from Tenant for such calendar year ("Estimated Operating Expenses"), and Tenant shall pay to Landlord such monthly amount of Estimated Operating Expenses as provided in Section 5Cb), without further notice, demand, setoff, deduction, or counterclaim. As soon as administratively available after each calendar year, Landlord shall send to Tenant a reconciliation statement of the actual Operating Expenses for the prior calendar year ("Reconciliation Statement"). If the amount actually paid by Tenant as Estimated Operating Expenses exceeds the amount due per the Reconciliation Statement, Tenant shall receive a credit in an amount equal to the overpayment, which credit shall be applied towards future Rent until fully credited. If the credit exceeds the aggregate future Rent owed by Tenant, and there is no Event of Default, Landlord shall pay the excess amount to Tenant within 30 days after delivery of the Reconciliation Statement. If Landlord has undercharged Tenant, then Landlord shall either send Tenant an invoice setting forth the additional amount due or indicate the amount due as part of the Reconciliation Statement, which amount (subject to and following the resolution of any good faith request challenge made by Tenant in accordance with Section 5{f) below) shall be paid in full by Tenant within 30 days after receipt of such invoice.

(d) If, during the Term, less than 95% of the rentable area of the Building is or was occupied by tenants, Project Expenses, Janitorial Expenses, and Project Utility Costs shall be deemed for such year to be an amount equal to the costs that would have been incurred had the occupancy of the Building been at least 95% throughout such year, as reasonably determined by Landlord and taking into account that certain expenses fluctuate with the Building's occupancy level *(e.g.,* Janitorial Expenses) and certain expenses do not so fluctuate *(e.g.,* landscaping). In addition, if Landlord is not obligated or otherwise does not offer to furnish an item or a service to a particular tenant or portion of the Building *(e.g.,* if a tenant separately contracts with an office cleaning firm to clean such tenant's premises) and the cost of such item or service would otherwise be included in Project Expenses, Janitorial Expenses, and/or Project Utility Costs, Landlord shall equitably adjust the Project Expenses, Janitorial Expenses, and/or Project Utility Costs so the cost of the item or service is shared only by tenants actually receiving such item or service. All payment calculations under this Section shall be prorated for any partial calendar years during the Term and all calculations shall be based upon Project Expenses, Janitorial Expenses, and Project Utility Costs as grossed up in accordance with the terms of this Lease. Tenant's obligations under this Section shall survive the Expiration Date.

(e) If Landlord or any affiliate of Landlord has elected to qualify as a real estate investment trust ("REIT"), any service required or permitted to be performed by Landlord pursuant to this Lease, the charge or cost of which may be treated as impermissible tenant service income under the laws governing a REIT, may be performed by an independent contractor of Landlord, Landlord's property manager, or a taxable REIT subsidiary that is affiliated with either Landlord or Landlord's property manager (each, a "Service Provider"). If Tenant is subject to a charge under this Lease for any such service, then at Landlord's direction Tenant shall pay the charge for such service either to Landlord for further payment to the Service Provider or directly to the Service Provider and, in either case: (a) Landlord shall credit such payment against any charge for such service made by Landlord to Tenant under this Lease; and (b) Tenant's payment of the Service Provider shall not relieve Landlord from any obligation under this Lease concerning the provisions of such services.

(f) Provided there is no outstanding default by Tenant under this Lease, Tenant shall have the right, at its sole cost and expense, to cause Landlord's records related to a Reconciliation Statement to be audited provided: (i) Tenant provides notice of its intent to audit such Reconciliation Statement within 2 months after receipt of the Reconciliation Statement; (ii) the audit is performed by a certified public accountant that has not been retained on a contingency basis or other basis where its compensation relates to the cost savings of Tenant; (iii) any such audit may not occur more frequently than once during each 12-month period of the Term, nor apply to any year prior to the

year of the then-current Reconciliation Statement being reviewed; (iv) the Base Year may be included in the audit only in the P[1] year following the Base Year; (v) the audit is completed within 1 month after the date that Landlord makes all of the necessary and applicable records available to Tenant or Tenant's auditor; (vi) the contents of Landlord's records shall be kept confidential by Tenant, its auditor, and its other professional advisors, other than as required by applicable Law, and ifrequested by Landlord, Tenant and its auditor shall execute Landlord's standard confidentiality agreement as a condition to Tenant's audit rights under this paragraph; and (vii) if Tenant's auditor determines that an overpayment is due Tenant, Tenant's auditor shall produce a detailed report addressed to both Landlord and Tenant, which report shall be delivered within 15 days after Tenant's auditor's completion of the audit. During completion of Tenant's audit, Tenant shall nonetheless timely pay all of Tenant's Share of Operating Expenses as set forth in Section 5(b) without setoff or deduction. If Tenant's audit report discloses any discrepancy, Landlord and Tenant shall use good faith efforts to resolve the dispute. If the parties are unable to reach agreement within 30 days after Landlord's receipt of the audit report, Tenant shall have the right to refer the matter to a mutually acceptable independent certified public accountant, who shall work iri good faith with Landlord and Tenant to resolve the discrepancy; provided if Tenant does not do so within such 30-day period, Landlord's calculations and the Reconciliation Statement at issue shall be deemed final and accepted by Tenant. The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared pro rata to the extent each party is unsuccessful as determined by such independent certified public accountant, whose decision shall be final and binding. Within 30 days after resolution of the dispute, whether by agreement of the parties or a final decision of an independent accountant, Landlord shall pay or credit to Tenant, or Tenant shall pay to Landlord, as the case may be, all unpaid Operating Expenses due and owing.

6. UTILITIES.

(a) Commencing on the Commencement Date, and continuing throughout the Term, Tenant shall pay for utility services as follows without setoff, deduction, or counterclaim: (i) Tenant shall pay directly to the applicable utility service provider for any utilities that are separately metered (not submetered) to the Premises; (ii) Tenant shall pay Landlord for any utilities serving the Premises that are separately submetered based upon Tenant's submetered usage, as well as for any maintenance and replacement costs associated with such submeters; and (iii) Tenant shall pay Landlord for Tenant's Share of Project Utility Costs. "Project Utility Costs" means the total cost for all utilities serving the Project, excluding the costs of utilities that are directly metered or submetered to Building tenants or paid separately by such tenants. Notwithstanding anything to the contrary in this Lease, Landlord shall have the right to install meters, submeters, or other energy-reducing systems in the Premises at any time to measure any or all utilities serving the Premises, the costs of which shall be included in Project Expenses. For those utilities set forth in subsection (ii) above, Landlord shall invoice Tenant for such utilities as Additional Rent (payable within 20 days after receipt of an invoice therefor). For those utilities set forth in subsection (iii) above, Landlord shall have the right to either invoice Tenant for such utilities as Additional Rent (payable within 20 days after receipt of an. invoice therefor), or together with Operating Expenses (but not include such costs in the Base Year). Landlord shall have the right to estimate the utility charge, which estimated amount shall be payable to Landlord within 20 days after receipt of an invoice therefor and may be included along with the invoice for Project Expenses, provided Landlord shall be required to reconcile on an annual basis based on utility invoices received for such period. The cost of utilities payable by Tenant under this Section shall ip.clude all appiicable taxes and Landlord's then-current charges for reading the applicable meters, provided Landlord shall have the right to engage a third party to read the submeters, and Tenant shall reimburse Landlord for both the utilities consumed as evidenced by the meters plus the costs for reading the meters within 20 days after receipt of an invoice therefor. Tenant shall pay such rates as Landlord may establish from time to time, which shall not be in excess of any applicable rates chargeable by Law, or in excess of the general service rate or other such rate that would apply to Tenant's consumption if charged by the utility or municipality serving the Building or general area in which the Building is located. If Tenant fails to pay timely any direct-metered utility charges from the applicable utility provider, Landlord shall have the right but not the obligation to pay such charges on Tenant's behalfand bill Tenant for such costs plus the Administrative Fee (as defined in Section 17), which amount shall be payable to Landlord as Additional Rent within 20 days after receipt of an invoice therefor. Tenant shall at all times comply with the rules, regulations, terms, policies, and conditions applicable to the service, equipment, wiring, and requirements of the utility supplying electricityto the Building.

(b) For any separately metered utilities, Landlord is hereby authorized to request and obtain, on behalf ofTenant, Tenant's utility consumption data from the applicable utility provider for informational purposes and to enable Landlord to obtain full building Energy Star scoring for the Building. Landlord shall have the right to

shut down the Building systems (including electricity and HVAC systems) for required maintenance, safety inspections, or any other commercially reasonable reason, including without limitation in cases of emergency. Landlord shall not be liable for any interruption in providing any utility that Landlord is obligated to provide under this Lease, unless such interruption or delay: (i) renders the Premises or any material portion thereofuntenantable for the normal conduct of Tenant's business at the Premises, and Tenant has ceased using such untenantable portion, provided Tenant shall first endeavor to use any generator that serves the Premises or of which Tenant has the beneficial use; (ii) results from Landlord's negligence or willful misconduct; and (iii) extends for a period longer than 7 consecutive days, in which case, Tenant's obligation to pay Fixed Rent shall be abated with respect to the untenantable portion of the Premises that Tenant has ceased using for the period beginning on the 8th consecutive day after such conditions are met and·ending on the earlier of: (A) the date Tenant recommences using the Premises or the applicable portion thereof; or (B) the date on which the service(s) is substantially restored. The rental abatement described above shall be Tenant's sole remedy in the event of a utility interruption, and Tenant hereby waives any other rights against Landlord in connection therewith. Landlord shall have the right to change the utility providers to the Project at any time. In the event of a casualty or condemnation affecting the Building and/or the Premises, the terms of Sections 14 and 15, respectively, shall control over the provisions of this Section.

(c) If Landlord reasonably determines that: (i) Tenant exceeds the design conditions for the heating, ventilation, and air conditioning ("HVAC") system serving the Premises, introduces into the Premises equipment that overloads such system, or causes such system to not adequately perform its proper functions; or (ii) the heavy concentration of personnel, motors, machines, or equipment used in the Premises, including telephone and computer equipment, or any other condition in the Premises caused by Tenant (for example, more than one shift per day or 24-hour use of the Premises), adversely affects the temperature or humidity otherwise maintained by such system, then Landlord shall notify Tenant in writing and Tenant shall have 10 days to remedy the situation to Landlord's reasonable satisfaction. If Tenant fails to timely remedy the situation to Landlord's reasonable satisfaction, Landlord shall have the right to install one or more supplemental air conditioning units in the Premises with the cost thereof, including the cost of installation, operation and maintenance, being payable by Tenant to Landlord within 30 days after Landlord's written demand. Tenant shall not change or adjust any closed or sealed thermostat or other element of the HVAC system serving the Premises without Landlord's express prior written consent. Landlord may install and operate meters or any other reasonable system for monitoring or estimating any services or utilities used by Tenant in excess of those required to be provided by Landlord (including a system for Landlord's engineer reasonably to estimate any such excess usage). If such system indicates such excess services or utilities, Tenant shall pay Landlord's reasonable charges for installing and operating such system and any supplementary air conditioning, ventilation, heat, electrical, or other systems or equipment (or adjustments or modifications to the existing Building systems and equipment), and Landlord's reasonable charges for such amount of excess services or utilities used by Tenant. All Tenant's Supplemental HVAC (as defined in Section 1 l(a) below) shall be separately metered to the Premises at Tenant's cost, and Tenant shall be solely responsible for all electricity registered by, and the maintenance and replacement of, such meters. Landlord has no obligation to keep cool any of Tenant's information technology equipment that is placed together in one room, on a rack, or in any similar manner ("IT Equipment"), and Tenant waives any claim against Landlord in connection with Tenant's IT Equipment. Landlord shall have the option to require that the computer room and/or information technology closet in the Premises shall be separately submetered at Tenant's expense, and Tenant shall pay Landlord for all electricity registered in such submeter. Within 1 month after written request, Tenant shall provide to Landlord electrical load information reasonably requested by µuidlord with respect to any computer room and/or information technology closet in the Premises.

7. LANDLORD SERVICES.

(a) Subject to Section 5 and Section 6, Landlord shall provide the following to the Premises during the Term: (i) HVAC.service in the respective seasons during Business Hours; (ii) electricity for lighting and standard office equipment for comparable buildings in the market in which the Project is located; (iii) water, sewer, and, to the extent applicable to the Building, gas, oil, and steam service; and (iv) cleaning services meeting the minimum specifications set forth in Exhibit D attached hereto. Tenant, at Tenant's expense, shall make arrangements with the applicable utility companies and public bodies to provide; in Tenant's name, telephone, cable, and any other utility service not provided by Landlord that Tenarit desires at the Premises.

(b) Landlord shall not be obligated to furnish any services, supplies, or utilities other than as set forth in this Lease; provided, however, upon Tenant's prior request sent in accordance with Section 25(p) below,

Landlord may furnish additional services, supplies, or utilities, in which case Tenant shall pay to Landlord, immediately upon demand, Landlord's then-current charge for such additional services, supplies, or utilities, or Tenant's pro rata share thereof, ifapplicable, as reasonably determined by Landlord. Landlord's current rate for HVAC service outside of Business Hours requested with at least 24 hours' prior notice (or by noon for weekend service) is
$75.00 per hour, per zone, with a 2-hour minimum if the service does not commence immediately following the end of a day's Business Hours.

8. USE: SIGNS; PARKING; COMMON AREAS.

(a) Tenant shall use the Premises for general office use (non-medical) befitting a class A office building and storage incidental thereto, and for no other purpose ("Permitted Use"). Tenant's use of the Premises for the Permitted Use shall be subject to all applicable Laws, and to all reasonable requirements of the insurers of the Building. Tenant represents and warrants to Landlord, for informationalpurposes only, that Tenant's current NAICS Code is set forth in Section 1 hereof, provided the foregoing shall not be construed in any manner as a restriction on the Permitted Use.

(b) Landlord shall provide Tenant with Building-standard identification signage on any Building lobby directories and at the main entrance to the Premises, and directional signage at the elevator lobbies on any multi-tenant floors, the costs of which shall be paid for by Landlord for the originally named Tenant, otherwise by Tenant as Additional Rent within 10 days after written demand. Tenant shall not place, erect, or maintain any signs at the Premises, the Building, or the Project that are visible from outside of the Building.

(c) Subject to the Building rules and regulations, Tenant shall have the nonexclusive right in common with others to use the Common Areas for their intended purposes. Not in limitation of the foregoing, Tenant has the nonexclusive right to use the parking facilities at the Project for parking standard-size automobiles of Tenant and its employees, wit,h Tenant being entitled to unreserved parking at a ratio ofno more than 3.2 per 1,000 square feet ofrentable area of the Premises (rounded downward).

(d) Landlord shall have the right in its sole discretion to, from time to time, construct, maintain, operate, repair, close, limit, take out of service, alter, change, and modify all or any part of the Common Areas. Without limitation of Landlord's rights pursuant to the preceding sentence, Landlord may restrict or limit Tenant's utilization of the parking facilities if the same become overburdened or to provide reserved parking and in such case to equitably allocate on a proportionate basis or assign parking spaces among Tenant and the other tenants of the Building. Landlord, Landlord's agents, approved contractors, and utility service providers shall have the right to install, use, and maintain ducts, pipes, wiring, and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a de minirnis amount. •

(e) Subject to Landlord's security measures and Force Majeure Events (as defined in Section
), Landlord shall provide Tenant with access to the Building and, if applicable, passenger elevator service for use in common with others for access to and from the Premises 24 hours per day, 7 days per week, except during emergencies. Landlord shall have the right to limit the number of elevators (if any) to be operated during repairs and during non-Business Hours. If applicable, Landlord shall provide Tenant with access to the freight elevator(s) of the Building from time to time following receipt of Tenant's prior request.

9. TENANT'S ALTERATIONS.

(a) Tenant shall not, and shall not permit any Tenant Agent to, cut, drill into, or secure any fixture, apparatus, or equipment, or make alterations, improvements, or physical additions of any kind to any part of the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord; which consent shall not be unreasonably withheld, conditioned, or delayed. "Tenant Agent" means any agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer, invitee, or guest of Tenant. All Alterations shall be completed in compliance with all applicable Laws, and Landlord's rules and regulations for construction, and sustainable guidelines and procedures, using new or comparable materials only, by a contractor reasonably approved in writing by Landlord, and on days and at times reasonably approved in writing by Landlord. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration costing less than $15,000.00 and that: (i) is nonstructural; (ii) does not impact any of the Building systems, involve electrical or drywall work, require a building

pennit, materially affect the air quality in the Building, or require Landlord to incur additional costs as a result thereof; and (iii) is not visible from outside of the Premises.

{b) Throughout the performance of Alterations, Tenant shall carry, or cause any contractor, subcontractor, or design professional to carry, via written contract, workers' compensation insurance in statutory limits together with employer's liability insurance, commercial general liability insurance (including, but not limited to, coverage for ongoing and products-completed operations), automobile liability, and umbrella/excess liability insurance in like form and limits in accordance with the terms and conditions required of Tenant under Section 12 below, and such other insurance coverage and limits as Landlord may otherwise reasonably require, which may include, without limitation, reasonable amounts of professional liability insurance with respect to design professionals, as well as contractor's pollution liability with respect to contractors and subcontractors. Tenant shall also require any such contractor, subcontractor, or design professional to satisfy the same additional coverage terms as required of Tenant under Section 12 below with respect to naming Landlord, Landlord's Property Manager, and Additional Insureds (as defined in Section 12) and any other applicable party whose name and address shall have been furnished to Tenant each as an additional insured, which have been furnished to Tenant by way of endorsement ISO CG 20 37 together with CG 20 10 or their equivalent, which shall be primary, and any other insurance that may be available to Landlord and any such additional insured will be excess and noncontributory, and waiving all rights ofrecovery and subrogation. In addition, Tenant shall carry "all risk" Builder's Risk insurance covering the Alterations, unless otherwise agreed upon in writing by Landlord and Tenant. Tenant shall provide to Landlord prior written notice of its intention to perform any Alteration, together with a certificate of insurance from each contractor evidencing that the insurance required under this Lease is in effect during all construction activities.

(c) Tenant shall provide Landlord with a release ofliens from all contractors, subcontractors, and design professionals associated with all Alterations. Tenant shall be solely responsible for the installation and maintenance of its data, telecommunication, and security systems and wiring at the Premises, which shall be done in compliance with all applicable Laws, and Landlord's rules and regulations. Tenant shall be responsible for all elements of Alterations (including, without limitation, compliance with Laws, and functionality of the design), and Landlord's approval of any Alteration and the plans therefor shall in no event relieve Tenant of the responsibility for such design, or create responsibility or liability on Landlord's part for their completeness, design sufficiency, or compliance with Laws. With respect to all improvements and Alterations made after the date hereof, Tenant acknowledges that: (A) Tenant is not, under any circumstance, acting as the agent of Landlord; (B) Landlord did not cause or request such Alterations to be made; (C) Landlord has not ratified such work; and (D) Landlord did not authorize such Alterations within the meaning of applicable State statutes. Nothing in this Lease or in any consent to the making of Alterations or improvements shall be deemed or construed in any way as constituting a request by Landlord, express or implied, to any contractor, subcontractor, or supplier for the performance of any labor or the furnishing of any materials for the use or benefit of Landlord. Tenant shall not overload any floor or part thereof in the Premises or the Building, including any public corridors or elevators, by bringing in, placing, storing, installing or removing any large or heavy articles, and Landlord may prohibit, or may direct and control the location and size of, safes and all other heavy articles, and may require, at Tenant's sole cost and expense, supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

10. ASSIGNMENT AND SUBLETTING.

(a) Except as expressly permitted pursuant to Section l0(c), neither Tenant nor Tenant's legal representatives or successors-in-interest by operation of law or otherwise, shall sell, assign, transfer, hypothecate, mortgage, encumber, grant concessions or licenses, sublet, or otherwise dispose of all or any interest in this Lease or the Premises, or permit any person or entity other than Tenant·to occupy any portion of the Premises (each of the foregoing is a "Transfer" to a "Transferee"), without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any Transfer effected without Landlord's prior written consent (other than pursuant to Section lO(c)) shall constitute an Event of Default and shall, at Landlord's option, be void and/or terminate this Lease. For purposes of this Lease, a Transfer shall include, without limitation, any assignment by operation of law or any merger, consolidation, or sale of all or substantially all of the assets transaction involving Tenant, but shall not include any change in the ownership of any Tenant common stock involving any stockholder of Tenant at any time while Tenant's financial statements are publicly available online at no cost to Landlord. Consent by Landlord to any one Transfer shall be held to apply only to the specific Transfer authorized, and shall not be construed as a waiver of the duty of Tenant, or Tenant's legal representatives or assigns, to obtain from Landlord

consent to any other or subsequent Transfers pursuant to the foregoing, or as modifying or limiting the rights of Landlord under the foregoing covenant by Tenant.

(b) Without limiting the bases upon which Landlord may reasonably withhold its consent to a proposed Transfer,' excluding in all cases any Transfer pursuant to Section lO{c), it shall not be unreasonable for Landlord to withhold its consent if: (i) the proposed Transferee shall have a net worth that is not acceptable to Landlord in Landlord's reasonable discretion, taking into account the remaining obligations under this Lease and the fact that Tenant is not released; (ii) the proposed Transferee, in Landlord's reasonable opinion, is not reputable and of good character; (iii) the portion of the Premises requested to be subleased renders the balance of the Premises unleasable as a separate area; (iv) Tenant is proposing a sublease at a rental or sub-rental rate that is less than the then-current rental rates under this Lease for the portion of the Premises being subleased; (v) Tenant is proposing to Transfer to an existing tenant of the Building or another property owned by Landlord or Landlord's affiliate(s), or to another prospect with whom Landlord or Landlord's affiliate(s) are then negotiating in the market of which the Building is a part, and Landlord has comparable space available to lease to such proposed Transferee; (vi) the proposed assignee or sublessee would cause any of Landlord's existing parking facilities to be reasonably inadequate, or in violation of code requirements, or require Landlord to increase the parking area or the number of parking spaces to meet code requirements; or (vii) the nature of such Transferee's proposed business operation would or might reasonably violate the terms of this Lease or of any other then-existing lease for the Building (including any exclusivity provisions), or would, in Landlord's reasonable judgment, otherwise be incompatible with other tenancies in the Building.

(c) Notwithstanding anything to the contrary in this Lease, Tenant shall have the right without the prior consent of Landlord to make a Transfer to any Affiliate (as defined below) or to agree and/or conclude with a third party (the "Entity") concerning any merger, consolidation, or sale of all or substantially all of the assets or stock of Tenant, or any similar transaction, regardless of whether effected by operation of law or otherwise or the Tenant is the surviving corporation (with the Entity or Affiliate are also referred to as a "Permitted Transferee"); provided: (i) Tenant delivers to Landlord the Transfer Information (as defined below; (ii) the Entity has tangible net worth, cash or capital resources sufficient to reasonably satisfy the obligations under this Lease, taking into account the fact that the originally named Tenant is not being released; (iii) the originally named Tenant, or its successor, shall not be contractually released or discharged from any liability under this Lease; (iv) the use of the Premises shall not change, and the Permitted Transferee shall be reputable and of good character befitting a class A office building; (v) such Transfer is not principally for the purpose of transferring the leasehold estate created by this Lease; and (vi) solely if the Transfer is to an Affiliate, such Transferee shall remain an Affiliate throughout the Term and if such Transferee shall cease being an Affiliate, Tenant shall notify Landlord in writing of such Affiliate Transfer, which shall be subject to Landlord's consent (which consent shall not be unreasonably withheld). An "Affiliate" of Tenant means a person or entity that prior to any Transfer directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Tenant; provided, for such purposes beneficial ownership (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of 50% or more of such equity interests shall constitute control.

(d) If at any time during the Term Tenant desires to complete a Transfer, Tenant shall give written notice to Landlord together with the Transfer Information. If: (i) Tenant desires to assign this Lease or to sublease the entire Premises other than pursuant to Section lO(c), Landlord shall have the right to accelerate the Expiration Date so that the Expiration Date shall be the date on which the proposed assignment or sublease would be effective; or (ii) Tenant desires to sublease less than the entire Premises other than to an Affiliate, Landlord shall have the right to accelerate the Expiration Date with respect to (that is, recapture) the portion of the Premises that Tenant proposes to sublease (and in each case, a pro rata portion of Tenant's parking rights shall also expire on such accelerated Expiration Date). If Landlord elects to accelerate the Expiration Date pursuant to this paragraph, Tenant shall have the right to rescind its request for Landlord's consent to the proposed assignment or sublease by giving written notice of such rescission to Landlord within 10 days after Tenant's receipt of Landlord's acceleration election notice. If Tenant does not so rescind its request: (A) Tenant shall deliver the Premises or the applicable portion thereof to Landlord in the same condition as Tenant is, by the terms of this Lease, required to deliver the Premises to Landlord upon the Expiration Date; and (B) Fixed Rent and Tenant's Share shall be reduced on a per rentable square foot basis for the area of the Premises that Tenant no longer leases. If Landlord elects to accelerate the Expiration Date for less than the entire Premises, the cost of erecting any demising walls, entrances, and entrance corridors, and any other improvements required in connection therewith shall be performed by Landlord, with the cost thereof being divided evenly between Landlord and Tenant.

(e) The "Transfer Information" means the following information: (i) a copy of the fully executed assignment and assumption agreement, agreement with the Permitted Transferee, or sublease agreement, as applicable (provided, that with respect to any agreement with a Permitted Transferee, such agreement is to be delivered to Landlord within 10 business days after the transaction closes and with respect to all other Transfers, such agreement shall be provided in draft form and shall not be executed until Landlord's consent has been given); (ii) a copy of the then-current financials of the Transferee (either audited or certified by the chief financial officer of the Transferee); and (iii) for any Transfer, other than pursuant to Section lO(c), such other reasonably requested information by Landlord needed to confirm or determine Tenant's compliance with the terms and conditions of this Section.

(f) Any sums or other economic consideration received by Tenant, excluding in all cases any Transfer pursuant to Section lO(c). as a result of any Transfer (except rental or other payments received that are attributable to the amortization of the cost ofleasehold improvements made to the transferred portion of the Premises by Tenant for the Transferee, and other reasonable expenses incident to the Transfer, including standard leasing commissions) whether denominated rentals under the sublease or otherwise, that exceed, in the aggregate, the total sums which Tenant is obligated to pay Landlord under this Lease (prorated as applicable to reflect obligations allocable to that portion of the Premises subject to such Transfer) shall, at Landlord's option, either be retained by Tenant in full or divided evenly between Landlord and Tenant, with Landlord's portion being payable to Landlord as Additional Rent without affecting or reducing any other obligation of Tenant hereunder.

(g) Regardless of Landlord's consent to a proposed Transfer, no Transfer shall release Tenant from Tenant's obligations or alter Tenant's primary liability to fully and timely pay all Rent when due from time to time under this Lease and to fully and timely perform all of Tenant's other obligations under this Lease, and the originally named Tenant and all assignees shall be jointly and severally liable for all Tenant obligations under this Lease. The acceptance of rental by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. If a Transferee defaults in the performance of any of the terms of this Lease, Landlord may proceed directly against the originally named Tenant without the necessity of exhausting remedies against such Transferee. If there has been a Transfer and an Event of Default occurs, Landlord may collect Rent from the Transferee and apply the net amount collected to the Rent herein reserved; but no such collection shall be deemed a waiver of the provisions of this Section, an acceptance of such Transferee as tenant hereunder or a release of Tenant from further performance of the covenants herein contained.

11. REPAIRS AND MAINTENANCE.

(a) Except with respect to Landlord Repairs (as defined below). Tenant, at Tenant's expense, shall keep and maintain the Premises in good order and condition including promptly making all repairs necessary to keep and maintain such in good order and condition. When used in this Lease. "repairs" shall include repairs and any reasonably necessary replacements. Tenant shall have the option of replacing lights, ballasts, tubes, ceiling tiles, outlets and similar equipment itself or advising Landlord of Tenant's desire to have Landlord make such repairs, in which case Tenant shall pay to Landlord for such repairs at Landlord's then-standard rate. To the extent that Tenant requests that Landlord make any other repairs that are Tenant's obligation to make under this Lease, Landlord may elect to make such repairs on Tenant's behalf, at Tenant's expense, and Tenant shall pay to Landlord such expense along with the Administrative Fee. If Tenant has been in default under this Lease, Landlord may elect to require that Tenant prepay the amount of such repair. All Tenant repairs shall comply with Laws and utilize materials and equipment that are at least equal in quality, number, and usefulness to those originally used in constructing the Building and the Premises. In addition. Tenant shall maintain, at Tenant's expense, Tenant's Supplemental HVAC, Premises Hot Water Heaters, and/or Alterations in a clean and safe manner and in proper operating condition throughout the Term. "Tenant's Supplemental HVAC" means any supplemental HVAC system serving the Premises (regardless of who installed it). "Premises Hot Water Heater" means any hot water heater serving the Premises (regardless of who installed it), including without limitation expansion tanks and any associated piping. Tenant shall maintain Tenant's Supplemental HVAC under a service contract with a firm and upon such terms as may be reasonably satisfactory to Landlord, including inspection and maintenance on at least a semiannual basis, and provide Landlord with a copy thereof. Within 5 days after Landlord's request, Tenant shall provide Landlord with evidence that such contract is in place. Further, Tenant shall ensure that all Premises Hot Water Heaters have a working automatic water shut-off device with audible alarm and a leak pan underneath with the drain line run to a suitable floor drain. All repairs to the Building and/or the Project made necessary by reason of the installation, maintenance, and operation of

Tenant's Supplemental HVAC, Premises Hot Water Heaters, and Alterations shall be Tenant's expense. In the event of an emergency, such as a burst waterline or act of God, Landlord shall have the right to make repairs for which Tenant is responsible hereunder (at Tenant's cost) without giving Tenant prior notice, but in such case, Landlord shall provide notice to Tenant as soon as practicable thereafter, and Landlord shall take commercially reasonable steps to minimize the costs incurred. Further, Landlord shall have the right to make repairs for which Tenant is responsible hereunder (at Tenant's cost) with prior notice to Tenant if Landlord believes in its sole and absolute discretion that the repairs are necessary to prevent harm or damage to the Building, and Landlord shall take commercially reasonable steps to minimize the costs incurred.

(b) Landlord, at Landlord's expense (except to the extent such expenses are includable in Project Expenses), shall make all necessary repairs to the following to maintain them in good repair and condition: (i) the footings and foundations and the structural elements of the Building; (ii) the roof of the Building; (iii) the HVAC, plumbing, mechanical, elevator, electric, fire protection and fire alert systems within the Building for service to the Premises (the "Building Systems"), but specifically excluding Tenant's Supplemental HVAC, Premises Hot Water Heaters, and Alterations; (iv) the Building exterior; and (v) the Common Areas (collectively, "Landlord Repairs"). Any provision of this Lease to the contrary notwithstanding, any repairs to the Project or any portion thereof made necessary by the negligent or willful act or omission of, or default under this Lease by, Tenant or any Tenant Agent shall be made at Tenant's expense, subject to the waivers set forth in Section 12{g).

(c) The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall use commercially reasonable efforts to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall use commercially reasonable efforts to operate and maintain the Common Areas of the Building to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to maintain its LEED rating and an Energy Star label, to the extent applicable, the costs of which shall be included in Project Expenses (except to the extent otherwise not permitted).

12. INSURANCE; SUBROGATION RIGHTS.

(a) Tenant shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, that would subject Landlord to any liability or responsibility for personal injury or death or property damage, increase any insurance rate in respect of the Project over the rate that would otherwise then be in effect, result in insurance companies of good standing refusing to insure the Project in amounts reasonably satisfactory to Landlord, or result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance in respect of the Project. If, by reason of any failure of Tenant to comply with this Lease, the premiums on Landlord's insurance on the Project are higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant.

(b) Tenant, at Tenant's expense, shall obtain and keep in full force and effect at all times as of the Commencement Date (or Tenant's earlier accessing of the Premises), all of the following insurance policies:

(i) commercial general liability insurance written on an ISO CG 00 01 occurrence policy form or its equivalent, including a Separation of Insureds clause, coverage for contractual liability covering Tenant's contractual obligations under this Lease as an insured contract, personal injury liability, host liquor liability, premises-operations and hazards thereto, as well as liability arising out of this Lease in respect of the Premises and the conduct or operation of business therein. The minimum limits of coverage shall be no less than $1,000,000 per occurrence and $2,000,000 general aggregate (applying per location) for bodily injury (including death and mental anguish) and property damage, $1,000,000 personal and advertising injury, and $2,000,000 products-completed operations (for which coverage shall be maintained continuously for a minimum period equal to the applicable statute of limitations or statute of repose, whichever is greater) or in such other amounts as Landlord may from time to time require.

(ii) workers' compensation in statutory limits together with employer's liability insurance in amounts of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

(iii) umbrella/excess liability insurance on a follow form basis in amounts of no less than $9,000,000 per occurrence and $9,000,000 annual aggregate (applying per location) in excess of commercial general liability, employer's liability, and automobile liability insurance policies, concurrent to, and no more restrictive than such underlying insurance policies. Such policy shall be endorsed to provide that this insurance is primary to, and noncontributory with, any other insurance in which Landlord and any Additional Insured is an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, which must cause the umbrella/excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under Tenant's umbrella/excess liability policy. The limits ofliability may be satisfied by a combination of primary and excess liability insurance.

(iv) property insurance written on an ISO CP 10 30-Cause of Loss-Special Form, commonly referred to as the "all risk" policy form, or its equivalent, including, but not limited to, coverage against sprinkler leakage and other damage due to water, fire, windstorm, cyclone, tornado, hail, earthquake, explosion, riot, civil commotion, aircraft, vehicle, smoke damage, vandalism, and malicious mischief insuring all present and future Tenant's Property leased by o.r in the care, custody, and control of Tenant and located in the Premises in an amount of no less than the full replacement cost thereof, with an agreed amount endorsement (waiving applicable co-insurance clause). "Tenant's Property" means Tenant's trade fixtures, equipment, personal property, signage, and Specialty Alterations (as defined in Section 18(b)). Tenant shall not self-insure. Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to Tenant's Property, regardless of the cause of the loss or damage, including, without limitation, fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain, snow, or leaks from any part the Building or from the pipes, appliances, equipment, or plumbing works or from the roof or from any other place, nor shall Landlord be liable for any loss of or damage to property of Tenant or of others entrusted to employees of Landlord.

(Y) business interruption insurance covering any loss due to the occurrence of any of the hazards required to be insured against by Tenant pursuant to this Lease, in an amount sufficient to cover Tenant's monetary obligations under this Lease for a period of at least 12 months.

(vi) boiler and machinery, if there is a boiler, supplemental air conditioning unit, or pressure object or similar equipment in the Premises. When applicable, this insurance coverage requirement may be satisfied through the all-risk coverage required in Section 12(b)(v).

(c) All insurance policies required of Tenant under this Lease, including ongoing and products- completed operations coverage but exclusive of workers' compensation, shall name Landlord, Landlord's property manager, Brandywine Realty Trust, and any other applicable party whose name and address have been furnished to Tenant, each as an additional insured (collectively, "Additional Insureds"). All such coverages shall be primary and any other insurance that may be available to Landlord and any Additional Insured will be excess and noncontributory. Each Additional Insured shall be afforded coverage as broad as if this Lease had expressly covered the claim against the Additional Insured, and for the greater of the minimum amount called for by this !,,ease or Tenant's actual policy limit.

(d) Prior to the Commencement Date (or Tenant's earlier accessing of the Premises), Tenant shall provide Landlord and/or Landlord's designated agent with certificates that evidence that all insurance coverages required under this Lease are in piace for the policy periods. Tenant shall also furnish to Landlord and/or Landlord's designated agent throughout the Term replacement certificates at least 30 days prior to the expiration dates of the then current policy or policies or, upon request by Landlord and/or Landlord's designated agent from time to time, sufficient information to evidence that the insurance required under this Section is in full force and effect. In addition, all such policies shall contain a provision whereby the same cannot be canceled or materially altered without at least 30 days' prior written notice of such cancellation or material alteration provided to Landlord, which shall be afforded by policy endorsement extending such notice to Landlord. Tenant shall include a waiver of the insurer's right of subrogation against Landlord and Additional Insureds during the Term in each of Tenant's liability and workers' compensation

policies. If Tenant fails to provide Landlord and/or Landlord's designated agent with a requested insurance certificate as required under this Lease within 30 days after receipt of Landlord's written request therefor, Tenant shall pay to Landlord a fee equal to $25.00 for each day that elapses after such 30-day period until Landlord and/or Landlord's designated agent receives the requested certificate. In no event will any acceptance of certificates of insurance by Landlord, or failure of Tenant to provide certificates of insurance as required hereunder, be construed as a waiver or limitation of Tenant's obligations to maintain insurance coverage pursuant to this Section 12. All insurance required under this Lease shall be issued by an insurance company that has been in business for at least 5 years, is authorized to do business in the State, and is rated *"A-IX"* or greater by A.M. Best's Insurance Reports or any successor publication of comparable standing. The limits of any such required insurance shall not in any way limit Tenant's liability under this Lease or otherwise. If Tenant fails to maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, at Tenant's expense, which expense shall be reimbursed by Tenant as Additional Rent within 10 days after written demand. The deductible or self-insured retention amount required under any insurance policy maintained by Tenant shall be the sole responsibility of Tenant and not exceed $25,000, unless otherwise approved by Landlord in writing.

(e) When Alterations are in process, Tenant shall carry, or cause, any contractor, subcontractor, and design professional to carry the insurance specified in Section 9. In addition, Tenant shall require its movers and other vendors to procure insurance in like forms and amounts as required herein and deliver to Landlord and/or Landlord's designated agent a certificate of insurance naming each Additional Insured as an additional insured, which policies shall be primary and any other insurance that may be available to Landlord and any Additional Insured will be excess and noncontributory.

(f) Landlord shall obtain and maintain, or cause to be obtained or maintained, the following insurance during the Term: (i) replacement cost insurance including "all risk" property insurance on the Building, including without limitation leasehold improvements (exclusive of Tenant's Property); (ii) commercial general liability insurance (including bodily injury and property damage) covering Landlord's operations at the Project in amounts reasonably required by Landlord or any Mortgagee (as defined in Section 16); and (iii) such other insurance as reasonably required by Landlord or any Mortgagee. •

(g) Landlord and Tenant shall each include in each of its insurance policies (insuring the Building in case ofLandlord, and insuring Tenant's Property in the case of Tenant, against loss, damage, or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party during the Term, and consent to a waiver of right of recovery pursuant to the terms of this paragraph. Both Landlord and Tenant agree to promptly give each insurance company which has issued to it policies of insurance written notice of the terms of such mutual waivers and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation thereof by reason of such waivers. Notwithstanding anything to the contrary in this Lease: (I) each party hereby waives, releases, and agrees not to make any claim against or seek to recover from, the other party with respect to any claim (including a claim for negligence) that such party might otherwise have against the other party for loss, damage, or destruction with respect to its property occurring during the Term to the extent to which such party is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability; and (II) all waivers of subrogation and rights of recovery required hereunder shall also apply to each of the waiving party's insurance policies' deductible(s)/self-insured retention(s). Nothing contained in this Section 12(g) shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore. or rebuild, or nullify any abatement of rents provided for elsewhere in this Lease.

13. INDEMNIFICATION.

(a) Except to the extent the release of liability and waiver of i;;ubrogation provided in Section 12 above applies, Tenant shall defend, indemnify, and hold harmless Landlord, Landlord's property manager, Brandywine Realty Trust, and each of Landlord's directors, officers, members, partners, trustees, employees, and agents (collectively, "Landlord Indemnitees") from and against any and all third-party claims, actions, damages, liabilities, and expenses (including all reasonable costs and expenses (including reasonable attorneys' fees)) to the extent arising out of or from or related to: (i) any breach or default of any of Tenant's obligations under this Lease;
(ii) any negligence or willful act or omission of Tenant, any Tenant Indemnitees (as defined below), or any Tenant Agent, in each case in connection with this Lease or the use or occupancy or manner of use or occupancy of the Premises; and (iii) except to the extent arising from Landlord's negligence or breach of this Lease, any acts or

omissions occurring at, or the condition, use, or operation of, the Premises. If Tenant fails to promptly defend a Landlord lndemnitee following written demand by the Landlord lndemnitee, the Landlord Indemnitee shall defend the same at Tenant's expense, by retaining or employing counsel reasonably satisfactory to such Landlord Indemnitee.

(b) Except to the extent the release of liability and waiver of subrogation provided in Section 12 above applies, Landlord shall defend, indemnify, and hold harmless Tenant and each of Tenant's directors, officers, partners, trustees, employees, and agents (collectively, "Tenant Indemnitees") from and against any and all third-party claims, actions, damages, liabilities, and expenses (including all reasonable costs and expenses (including reasonable attorneys' fees)) to the extent arising out of or from or related to: (i) any breach or default of any of Landlord's obligations under this Lease; and (ii) any negligence of Landlord or any Landlord Indemnitees or breach of this Lease by Landlord. If Landlord fails to promptly defend a Tenant Indemnitee following written demand by the Tenant Indemnitee, the Tenant Indeninitee shall defend the same at Landlord's expense, by retaining or employing counsel reasonably satisfactory to such Tenant Indemnitee.

(c) Landlord's and Tenant's obligations under this Section shall not be limited by the amount or types of insurance maintained or required to be maintained under this Lease. The provisions of this Section shall survive the Expiration Date.

14. CASUALTY DAMAGE. If there occurs any casualty to the Project and: (i) insurance proceeds are unavailable to Landlord or are insufficient to restore the Project to substantially its pre-casualty condition; or (ii) more than 30% of the total area of the Building is damaged, Landlord shall have the right to terminate this Lease and all the unaccrued obligations of the parties hereto, by sending written notice of such termination to Tenant within 60 days after such casualty. Such notice shall specify a termination date not fewer than 30 nor more than 90 days after such notice is given to Tenant. If there occurs any casualty to the Premises and: (i) in Landlord's reasonable judgment, the repair and restoration work would require more than 210 consecutive days to complete after the casualty (assuming normal work crews not engaged in overtime); or (ii) the casualty occurs during the last 12 months of the Term, Landlord and Tenant shall each have the right to terminate this Lease and all the unaccrued obligations of the parties hereto, by sending written notice of such termination to the other party within 60 days after the date of such casualty. Such notice shall specify a termination date not fewer than 30 nor more than 90 days after such notice is given to the other party, but in no event shall the termination date be after the last day of the Term. Notwithstanding the foregoing, if the casualty was caused by the act or omission of Tenant or any Tenant Agent, Tenant shall have no right to terminate this Lease due to the casualty. If there occurs any casualty to the Premises and neither party terminates this Lease, then Landlord shall use commercially reasonable efforts to cause the damage to be repaired (exclusive of Tenant's Property) to a condition as nearly as practicable to that existing prior to the damage, with commercially reasonable speed and diligence, subject to delays that may arise by reason of adjustment of the loss under insurance policies, Laws, and Force Majeure Events, provided if such damage was caused by the act or omission of Tenant or any Tenant Agent, then Tenant shall pay Landlord the amount by which Landlord's cost to repair exceeds the insurance proceeds, if any, actually received by Landlord on account of such damage (or, if Landlord fails to maintain the insurance required by Section 12, that Landlord would have received to the extent Landlord maintained such insurance required by Section 12). Landlord shall not be liable for any inconvenience or annoyance to Tenant or Tenant Indemnitees, injury to Tenant's business, or pain and suffering, resulting in any way from such damage or the repair thereof. Notwithstanding the foregoing, Tenant's obligation to pay Fixed Rent and Additional Rent shall be equitably adjusted or abated during the period (if any) during which Tenant is not reasonably able to use the Premises or an applicable portion thereof as a result of such casualty. Tenant shall have no right to terminate this Lease as a result of any damage or destruction of the Premises, except as expressly provided in this Section. The provisions of this Lease, including this Section, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, and any Law with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

15. CONDEMNATION. Ifa taking renders the Building reasonably unsuitable for the Permitted Use, this Lease shall, at either party's option exercised by written notice to the other within 30 days after such taking, terminate as of the date title to condemned real estate vests in the condemner, the Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to such date, all Rent prepaid for period beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability for any unaccrued

obligations hereunder; provided, however, a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as to materially handicap, impede, or impair Tenant's use of the balance of the Premises for its business operations. If this Lease is not terminated after a condemnation, then notwithstanding anything to the contrary in this Lease, Fixed Rent shall be equitably reduced in proportion to the area of the Premises that has been taken for the balance of the Term. Tenant shall have the right to make a claim against the condemner for moving expenses and business dislocation damages to the extent that such claim does not reduce the sums otherwise payable by the condemner to Landlord.

16. SUBORDINATION: ESTOPPEL CERTIFICATE.

(a) This Lease shall be subordinate at all times to the lien of any mortgages and deeds of trust now or hereafter placed upon the Premises, Building, and/or Project and land of which they are a part (a "Mortgage") without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and deliver within 10 days after demand such further instrument evidencing such subordination and attornment as shall be reasonably required by any Mortgagee. If Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant shall give to the holder (the "Mortgagee") of any mortgage or deed of trust now or hereafter placed upon the Premises, Building, and/or Project whose name and address has been furnished to Tenant, notice by overnight mail of any such default that Tenant shall have served upon Landlord. If Landlord shall fail to cure such default, the Mortgagee shall have 45 additional days within which to cure such default or such longer period as may be reasonably necessary to complete the cure provided Mortgagee is proceeding diligently to cure such default. Notwithstanding the foregoing, any Mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution and delivery, and in that event the Mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the Mortgage.

(b) Tenant shall attom to any foreclosing mortgagee, purchaser at a foreclosure sale or by power of sale, or purchaser by deed in lieu of foreclosure. If the holder of a superior mortgage shall succeed to the rights of Landlord, then at the request of such party so succeeding to Landlord's rights (herein sometimes called successor landlord) and upon such successor landlord's written agreement to accept Tenant's attornment, Tenant shall attom to and recognize such successor landlord as Tenant's landlord under this Lease and shall promptly, without payment to Tenant of any consideration therefor, execute and deliver any instrument that such successor landlord may request to evidence such attornment. Tenant hereby irrevocably appoints Landlord or the successor. landlord the attorney in fact of Tenant to execute and deliver such instrument on behalf of Tenant, should Tenant refuse or fail to do so promptly after request. Upon such attomment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor landlord and Tenant upon all of the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment, except that the successor landlord shall not be bound by any modification of this Lease not approved by the successor landlord, or by any previous prepayment of more than one month's rent, unless such modification or prepayment shall have been expressly approved in writing by the holder of the superior mortgage through or by reason of which the successor landlord shall have succeeded to the rights of Landlord. With respect to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to any Mortgagee, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the Mortgagee, shall never be deemed an assumption by such Mortgagee of any of the obligations of Landlord hereunder, unless such Mortgagee shall, by written notice sent to Tenant, specifically elect, or unless such Mortgagee shall foreclose the Mortgage and take possession of the Premises. Tenant, upon receipt of written notice from a Mortgagee that such Mortgagee is entitled to collect Rent hereunder may in good faith remit such Rent to Mortgagee without incurring liability to Landlord for the nonpayment of such Rent. The provisions for attomment set forth in this Section l 6(b) shall be self-operative and shall not require the execution of any further instrument. However, if Landlord reasonably requests a further instrument confirming such attornment, Tenant shall execute and deliver such instrument within 10 days after receipt of such request.

(c) Tenant must at any time and from time to time, within 10 days after receipt of Landlord's written request, execute and deliver to Landlord an estoppel certificate certifying all reasonably requested information pertaining to this Lease.

17. DEFAULT AND REMEDIES.

(a) An "Event of Default" shall be deemed to exist and Tenant shall be in default hereunder if: (i) Tenant fails to pay any Rent when due and such failure continues for more than *5* business days after Landlord has given Tenant written notice of such failure (such notice being in lieu of, and not in addition to, any applicable statutory notice); provided, however, in no event shall Landlord have any obligation to give Tenant more than 2 such notices in any 12-month period, after which there shall be an Event of Default if Tenant fails to pay any Rent when due, regardless of Tenant's receipt of notice of such nonpayment, and, provided further, there shall be an automatic Event of Default if Tenant fails to pay any Rent when due and the automatic stay of bankruptcy precludes issuance of a default notice; (ii) Tenant fails to bond over a mechanic's or materialmen's lien within 10 days after Landlord's written notice; (iii) there is any assignment or subletting (excluding any Transfer to a Permitted Transferee or any other permitted subletting or assignment hereunder) in violation of the terms of this Lease; (iv) the occurrence of any default beyond any applicable notice and/or cure period under any guaranty exec.uted in connection with this Lease; (v) Tenant fails to deliver any Landlord-requested estoppel certificate or subordination agreement within twenty business days after receipt of notice that such document was not received within the time period required under this Lease; (vi) Tenant ceases to use the Premises for the Permitted Use; (vii) there is a filing of a voluntary petition for relief by Tenant or any guarantor, or the filing of a petition against Tenant or any guarantor in a proceeding under the federal bankruptcy or other insolvency laws that is not withdrawn or dismissed within 45 days thereafter, or Tenant's rejection of this Lease after such a filing, or, under the provisions of any law providing for reorganization or winding up of corporations, the assumption by any court of competent jurisdiction of jurisdiction, custody, or control of Tenant or any substantial part of its property, or of any guarantor, where such jurisdiction, custody, or control remains in force, unrelinquished, unstayed, or unterminated for a period of 45 days, or the death or ceasing of existence of Tenant or any guarantor, or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or any guarantor, or toward the liquidation of either of their respective assets, or the evidence ofthe inability of Tenant or any guarantor to pay its debts as they come due, including without limitation an admission in writing of its inability to pay its debts when due, or any judgment docketed against any guarantor which is not paid, bonded, or otherwise discharged within 45 days; or (viii) Tenant fails to observe or perform any of Tenant's other agreements or obligations under this Lease and such failure continues for more than 30 days after Landlord gives Tenant written notice of such failure plus the expiration of such additional time period as is reasonably necessary to cure such failure (not to exceed 60 days), provided Tenant promptly commences and thereafter proceeds with all due diligence and in good faith to cure such failure.

(b) Upon the occurrence of an Event of Default, Landlord, in addition to the other rights or remedies it may have under this Lease, at law, or in equity, and without prejudice to any of the same, shall have the. option, without any notice to Tenant and with or without judicial process, to pursue any one or more of the following remedies:

(i) Landlord shall have the right to terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and Tenant shall pay Landlord upon demand for all reasonable documented losses and damages that Landlord suffers or incurs by reason of such termination, including damages in an amount equal to the total of: (A) the costs ofrepossessing the Premises and all other expenses incurred by Landlord in connection with Tenant's default, plus the Administrative Fee; (B) the unpaid Rent earned as of the date of termination; (C) all Rent not actually collected for the period that would otherwise have constituted the remainder of the Term, discounted to present value at a rate of 2% per annum; and (D) all other sums of money and damages owing by Tenant to Landlord hereunder. The "Administrative Fee" means *5%* of the costs incurred by Landlord in curing Tenant's default or performing Tenant's obligations hereunder. Upon the occurrence of an Event of Default, Landlord shall use commercially reasonable efforts to mitigate its damages. However, Landlord shall not be required to give any special preference or priority to reletting the Premises over other vacant space in the Building, Landlord shall be deemed to have used commercially reasonable efforts ifit uses the same efforts in marketing the Premises as used in marketing other vacant space at the Building, and in no event shall Landlord be responsible or liable for any failure to relet the Premises or any part thereof Landlord's rejection of a prospective replacement tenant based on an offer of rentals materially below fair-market rates for new leases of comparable space at the Building at the time in question, or materially below the rates provided in this Lease or containing terms materially less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate its damages.

(ii) Landlord shall have the right to terminate Tenant's right of possession (but not

this Lease) and may repossess the Premises by forcible detainer or forcible entry and detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease. If Tenant receives written notice of a termination of its right to possession, such notice will serve as both a notice to vacate, notice to pay or quit, and a demand for possession of, the Premises, and Landlord may immediately thereafter initiate a forcible detainer action without any further demand or notice of any kind to Tenant.

(iii) Landlord shall have the right to enter and take possession of all or any portion of the Premises without electing to terminate this Lease, in which case Landlord shall have the right to relet all, or any portion of the Premises on such terms and subject to the obligation to mitigate damages consistent with clause (i) above; provided, in circumstances where the Premises are relet in whole or in part, Tenant's lease obligations for Rent or damages hereunder (except as specified in this clause (iii)) shall terminate in whole or be reduced on a pro rata basis, as applicable. Landlord will not be required to incur any expenses to relet all or any portion of the Premises, although Landlord may at its option incur customary leasing commissions or other costs for the account of Tenant as Landlord shall deem necessary or appropriate to relet. The failure of Landlord to relet all of the Premises shall not reduce Tenant's liability for Rent or damages for the portion Landlord is unable to relet, provided Landlord acts in good faith to mitigate such damages as set forth in clause (i) above.

(iv) Landlord shall have the right to enter the Premises without terminating this Lease and without being liable for prosecution or any claim for damages therefor and maintain the Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any out-of-pocket costs which Landlord incurs in thus effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto.

(v) Landlord shall have the right to continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Premises. If Landlord.elects to continue this Lease in full force and effect pursuant to this Section, then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Section 17, at law or in equity, shall not preclude Landlord from showing the Premises to potential tenants, subsequently electing to terminate this Lease, or pursuing any of its other remedies.

(c) Upon the occurrence of an Event of Default, Tenant shall be liable to Landlord for, and Landlord shall be entitled to recover: (i) all Rent accrued and unpaid through the date the Lease is terminated hereunder; (ii) all costs and expenses incurred by Landlord in recovering possession of the Premises, including legal fees, and removal and storage of Tenant's property; (iii) the costs and expenses of restoring the Premises to the condition in which the same were to have been surrendered by Tenant as of the Expiration Date; (iv) the costs of reletting commissions; (v) all legal fees and court costs incurred by Landlord in connection with the Event of Default; and (vi) the unamortized portion (as reasonably determined by Landlord) of brokerage commissions and consulting fees incurred by Landlord, excluding tenant concessions and free rent given by Landlord, in connection with this Lease.·

(d) Arty amount payable by Tenant under this Lease that is not paid when due shall bear interest at the rate of 1% per month until paid by Tenant to Landlord. If Tenant fails to pay Rent when due on 3 or more occasions during the Term, Landlord shall have the right to require Tenant to pay all future Rent by ACH debit of funds, in which case Tenant shall complete Landlord's then-current forms authorizing Landlord to automatically debit Tenant's bank account.

(e) Neither any delay or forbearance by Landlord in exercising any right or remedy hereunder nor Landlord's undertaking or performing any act that Landlord is not expressly required to undertake under this Lease shall be construed to be a waiver of Landlord's rights or to represent any agreement by Landlord to thereafter undertake or perform such act. Landlord's waiver of any breach by Tenant of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by Landlord) or Landlord's failure to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Landlord's right to have any such covenant or condition duly performed or observed by Tenant, or of Landlord's rights arising because of any subsequent breach of any such covenant or condition, nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach.

(f) If Tenant defaults in the performance of any covenant, agreement, term, provision, or condition contained in this Lease, Landlord, in addition to any other rights and remedies it has under this Lease and without thereby waiving such default, may perform the same for the account of and at the expense of Tenant (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after ten business days from the date that Landlord gives written notice to Tenant of its intention to do so. Landlord may invoice Tenant for all out-of-pocket amounts paid by Landlord and all losses, costs, and expenses incurred by Landlord in connection with any such performance by Landlord pursuant to this paragraph, including, without limitation, all amounts paid and costs and expenses incurred by Landlord for any property, material, labor, or services provided, furnished, or rendered, or caused to be provided, furnished, or rendered, by Landlord to Tenant (together with interest at the rate of 6% per annum from the date Landlord pays the amount or incurs the loss, cost, or expense until the date of full repayment by Tenant) monthly or immediately, at Landlord's option, and shall be due and payable by Tenant to Landlord as Additional !lent within 5 days after Tenant receives the invoice. Any reservation of a right by Landlord to enter upon the Premises and to make or perform any repairs, alterations, or other work in, to, or about the Premises, which, in the firstinstance, is Tenant's obligation pursuant to this Lease, shall not be deemed to impose any obligation on Landlord to do so, render Landlord liable to Tenant or any third party for the failure to do so, or relieve Tenant from any obligation to indemnify Landlord as otherwise provided elsewhere in this Lease.

(g) The rights granted to Landlord in this Section shall be cumulative of every other right or remedy provided in this Lease or which Landlord may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Rent or damages accruing to Landlord by reason of any Event of Default under this Lease. Landlord shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of Tenant's obligations hereunder and the recovery of the Premises. No right or remedy herein conferred upon or reserved to Landlord shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law or in equity. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

(h) No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Fixed Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Fixed Rent or Additional Rent due and payable hereunder, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other right or remedy provided for in this Lease, at law or in equity, and acceptance of such partial payment shall be deemed subject to Landlord's reservation of all rights.

(i) Nothing herein shall be deemed to prevent the abandonment of property as set forth in Section l 8{b). Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, peaceably enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements, and other personal property (excluding files) of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Section l 7{b)(i) and Section·21, and in the event the public or private sale is pursued, notice of sale shall be given at least 5 days before the time of sale. The proceeds from any such disposition, less all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorneys' fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwiserequired by law, and Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State.

(j) Tenant further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951, as amended, or any similar or successor provision oflaw, and agrees that 5 days' notice shall be sufficient in any case where a longer period may be statutorily specified.

(k) In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WIDCH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THIS LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF TIDS LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS BEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT BAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE LEASED PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST

LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

TENANT: MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Marc Schneebaum
Name: Marc Schneebaum
Title: CFO
Date: 1/10/2019

18. SURRENDER: HOLDOVER.

(a) By no later than the Expiration Date or earlier termination of Tenant's right to possession of the Premises (such earlier date, the "Surrender Date"), Tenant shall vacate and surrender the Premises to Landlord in good order and condition, free of all Transferees, vacant, broom clean, and in conformity with the applicable provisions of this Lease, including without limitation Sections 9 and 11. Tenant shall have no right to hold over beyond the Surrender Date, and if Tenant does not vacate as required such failure shall be deemed an Event of Default and Tenant's occupancy shall not be construed to effect or constitute anything other than a tenancy at sufferance. During any period of occupancy beyond the Surrender Date, the amount of Rent owed by Tenant to Landlord will be the Holdover Percentage of the Rent for the month immediately prior to the Expiration Date, without prorating for any partial month of holdover, and except that any provisions in this Lease that limit the amount or defer the payment of Additional Rent are null and void. The "Holdover Percentage" equals: (i) 150% for the first month of holdover; and
(ii) 200% for any period of holdover beyond 1 month. The acceptance of Rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the Surrender Date shall not create any tenancy rights in Tenant and any such payments by Tenant may be applied by Landlord against its costs and expenses, including reasonable attorneys' fees, incurred by Landlord as a result of such holdover. The provisions of this Section shall not constitute a waiver by Landlord of any right of reentry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed. No option to extend this Lease shall have been deemed to have occurred by Tenant's holdover, and any and all options to extend this Lease or expand the Premises shall be deemed terminated and ofno further effect as of the first date that Tenant holds over. In addition, if Tenant fails to vacate and surrender the Premises as herein required, Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all costs, losses, expenses, or liabilities incurred as a result of or related to such failure, including without limitation, claims made by any succeeding tenant and reasonable attorneys' fees. Tenant's obligation to pay Rent and to perform all other Lease obligations for the period up to and.including the Surrender Date, and the provisions of this Section, shall survive the Expiration Date. In no way shall the remedies to Landlord set forth above be construed to constitute liquidated damages for Landlord's losses resulting from Tenant's holdover.

(b) Prior to the Surrender Date, Tenant, at Tenant's expense, shall remove from the Premises Tenant's Property and all telephone, security, and communication equipment systems, and restore in a good and workmanlike manner any damage to the Premises and/or the Building caused by such removal or replace the damaged component of the Premises and/or the Building if such component cannot be restored as aforesaid as reasonably determined by Landlord. Notwithstanding the foregoing, Tenant shall not be required to remove a Specialty Alteration ifat the time Tenant requests Landlord's consent to such Specialty Alteration, Tenant provides Landlord with written notification that Tenant desires to not be required to remove such Specialty Alteration and Landlord consents in writing to Tenant's non-removal request. **A** "Specialty Alteration" **means** an Alteration (other than pursuant to Exhibit C) that is not Building standard, including without limitation kitchens (other than a pantry installed for the use of Tenant's employees only), executive restrooms, computer room installations, supplemental HVAC equipment and components, safes, vaults, libraries or file rooms requiring reinforc ment of floors, internal staircases, slab penetrations, non Building standard life safety systems, security systems, specialty door locksets (such as cipher locks) or lighting, and any demising improvements done by or on behalf of Tenant. If Tenant fails to remove any of Tenant's Property as required herein, the same shall be deemed abandoned and Landlord, at Tenant's expense, may remove and dispose of same and repair and restore any damage caused thereby, or, at Landlord's election, such Tenant's Property shall

become Landlord's property. Tenant shall not remove any Alteration (other than Specialty Alterations) from the Premises without the prior written consent of Landlord.

19. RULES AND REGULATIONS. Tenant covenants that Tenant and Tenant Agents shall comply with the rules and regulations set forth on Exhibit E attached hereto. Landlord shall have the right to rescind and/or augment any of the rules and regulations and to make such other and further written rules and regulations as in the reasonable judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Project, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which when delivered to Tenant shall be binding upon Tenant in a like manner as if originally prescribed. In the event of an inconsistency between the rules and regulations and this Lease, the provisions of this Lease shall control. Landlord shall not have any liability to Tenant for any failure of any other tenants to comply with any of the rules and regulations; provided Landlord shall use commercially reasonable efforts to enforce the rules and regulations equally against all office tenants and occupants of the Building, subject to the terms of applicable leases.

20. GOVERNMENTAL REGULATIONS.

(a) Tenant shall not use, generate, manufacture, refine, transport, treat, store, handle, dispose, bring, or otherwise cause to be brought or permit any Tenant Agent to bring, in, on, or about any part of the Project, any hazardous waste, solid waste, hazardous substance, toxic substance, petroleum product or derivative, asbestos, polychlorinated biphenyl, hazardous material, pollutant, contaminant, or similar material or substance as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., as the same may from time to time be amended, and the regulations promulgated pursuant thereto (CERCLA), or now or hereafter defined or regulated as such by any other Law ("Hazardous Material"). Notwithstanding the foregoing, Tenant shall be permitted to bring onto the Premises office cleaning supplies and products normally found in modern offices provided Tenant only brings a reasonable quantity of such supplies and products onto the Premises and Tenant shall at all times comply with all Laws pertaining to the storage, handling, use, disposal, and application of such supplies and products, and all Laws pertaining to the communication to employees and other third parties of any hazards associated with such supplies and products. Tenant shall not install any underground or above ground tanks on the Premises. Tenant shall not cause or permit to exist any release, spillage, emission, or discharge of any Hazardous Material on or about the Premises ("Release"). In the event of a Release, Tenant shall immediately notify Landlord both orally and in writing, report such Release to the relevant government agencies as required by applicable Law, and promptly remove the Hazardous Material and otherwise investigate and remediate the Release in accordance with applicable Law and to the satisfaction of Landlord. Landlord shall have the right, but not the obligation, to enter upon the Premises to investigate and/or remediate the Release in lieu of Tenant, and Tenant shall reimburse Landlord as Additional Rent for the costs of such remediation and investigation. Tenant shall promptly notify Landlord if Tenant acquires knowledge of the presence of any Hazardous Material on or about the Premises, except as Tenant is permitted to bring onto the Premises under this Lease. Landlord shall have the right to inspect and assess the Premises for the purpose of determining whether Tenant is handling any Hazardous Material in violation of this Lease or applicable Law, or to ascertain the presence of any Release. This subsection shall survive the Expiration Date.

(b) Tenant shall, and shall direct Tenant Agents to, use the Premises in compliance with all applicable Laws. Tenant shall, at its sole cost and expense, promptly comply with each and all of such Laws, except in the case ofrequired structural changes not triggered by Tenant's particular use or manner of use or change in use of the Premises, or Tenant's Alterations. Without limiting the generality of the foregoing, Tenant shall: (i) obtain, at Tenant's expense, before engaging in Tenant's business or profession within the Premises, all necessary licenses and permits including, but not limited to, state and local business licenses, and permits; and (ii) remain in compliance with and keep in full force and effect at all times all licenses, consents, and permits necessary for the lawful conduct of Tenant's business or profession at the Premises. Tenant shall pay all personal property taxes, income taxes, gross receipts taxes, and other taxes, assessments, duties, impositions, and similar charges that are or may be assessed, levied, or imposed upon Tenant or Tenant's Property. Tenant shall also comply with all applicable Laws that do not relate to the physical condition of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, VDT regulations, and illegal business operations, such as gambling. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial, governmental or regulatory action, regardless of whether Landlord is a party thereto, that Tenant has violated any of such Laws shall be conclusive of that fact as between Landlord and Tenant.

(c) Notwithstanding anything to the contrary in this Lease, if the requirement of any public authority obligates either Landlord or Tenant to expend money in order to bring the Premises and/or any area of the Project into compliance with Laws as a result of: (i) Tenant's particular use or alteration of the Premises; (ii) Tenant's change in the use of the Premises; (iii) the manner of conduct of Tenant's business or operation of its installations, equipment, or other property therein; (iv) any cause or condition created by or at the instance .of Tenant or any Tenant Agent, other than by Landlord's performance of any work for or on behalf of Tenant; or (v) breach of any of Tenant's obligations hereunder, then Tenant shall bear all costs of bringing the Premises and/or Project into compliance with Laws, whether such costs are related to structural or nonstructural elements of the Premises or Project.

(d) Except to the extent Tenant shall comply as set forth above, during the Term Landlord shall comply with all applicable Laws regarding the Project (including the Premises), including without limitation compliance with Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 *et seq.* and its regulations as to the design and construction of the Common Areas.

(e) Each party hereto hereby acknowledges and agrees that it will riot knowingly violate any applicable Laws regarding bribery, corruption, and/or prohibited business practices solely as they concern each such party's respective activities under or in connection with this Lease, and each such party will be solely responsible for and will hold harmless the other party from and against any such claims or liabilities in connection with any of such responsible party's own violations of any such Laws.

21. NOTICES. Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand will be duly given or served if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized courier service *(e.g.,* Federal Express, UPS, and USPS) with evidence ofreceipt required for delivery; (iii) delivered by registered or certified mail, return receipt requested, postage prepaid; or (iv) if an email address is provided by the recipient, emailed with electronic confirmation of transmission (including but riot limited to "read receipt" by the recipient); in all such cases addressed to the parties at the addresses set forth below, except that prior to the Commencement Date, notices to Tenant may be sent instead to the attention of any employee or attorney of Tenant with whom Landlord negotiated this Lease. Each such notice will be deemed to have been given to or served upon the party to which addressed on the date the same is delivered or delivery is refused. Each party has the right to change its address for notices (provided such new address is in the continental United States) by a writing sent to the other party in accordance with this Section, and each party will, if requested, within 10 days confirm to the other its notice address. Notices from Landlord may be given by either an agent or attorney acting on behalf of Landlord.

Tenant: Madrigal Pharmaceuticals, Inc. Attn: Chief Financial Officer 200 Barr Harbor Drive
West Conshohocken, PA 19428 Phone: (484) 380-9263
Email: MSchneebaum@MadrigalPharma.com

Landlord: Four Tower Bridge Associates
c/o Brandywine Realty Trust
Attn: JeffDeVuono, Executive Vice President & Senior Managing Director, RE:
Building #588
FMC Tower at Cira Centre South 2929 Walnut St., Suite 1700
Philadelphia, PA 19104
Phone No. 610-325-5600
Email: jeff.devuono@bdnreit.com

With a copy to:
Email: Legal.Notices@bdmeit.com

Notwithstanding anything to the contrary in this Lease, billing statements and the like may be sent by regular mail or electronic means (such as email) to Tenant's billing contact without copies.

Tenant's billing contact:

Madrigal Pharmaceuticals, Inc. Attn: Chief Financial Officer 200 Barr Harbor Drive
MSchneebaum@MadrigalPharma.com
West Conshohocken, PA 19428 Phone: (484) 380-9263
Email:

22. BROKERS. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiations, or consultations with respect to the Premises or this transaction with any broker or finder other than a Landlord affiliate and Broker. Each party shall indemnify, defend, and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorneys' fees and court costs), arising out of or from or related to its misrepresentation or breach of warranty under this Section. Landlord shall pay Broker a commission in connection with this Lease pursuant to the terms of a separate written agreement between Landlord and Broker. This Section shall survive the Expiration Date.

23. LANDLORD'S LIABILITY. Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Building, and upon termination of that ownership, Tenant, except as to any obligations that are then due and owing, shall look solely to Landlord's successor-in-interest in ownership of the Building for the satisfaction of each and every obligation of Landlord hereunder. Upon request and without charge, Tenant shall attorn to any successor to Landlord's interest in this Lease and, at the option of any Mortgagees, to such Mortgagees. Landlord may transfer its interest in the Building without the consent of Tenant, and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms of this Lease. Landlord shall have no personal liability under any of the terms, conditions, or covenants of this Lease. Tenant and Tenant Agents shall look solely to the equity of Landlord in the Building and/or the net proceeds actually received therefrom for the satisfaction of any claim, remedy, or cause of action of any kind whatsoever arising from the relationship between the parties or any rights and obligations they may have relating to the Project, this Lease, or anything related to either, including without limitation as a result of the breach of any Section of this Lease by Landlord. In addition, no recourse shall be had for an obligation of Landlord hereunder, or for any claim based thereon or otherwise in respect thereof or the relationship between the parties, against any past, present, or future Landlord Indemnitee (other than Landlord), whether by virtue of any statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such other liability being expressly waived and released by Tenant with respect to the Landlord Indemnitees (other than Landlord).

24. RELOCATION. Landlord, at its sole expense, on at least 12 months' prior written notice to Tenant, may require Tenant to move from the Premises to another suite of substantially comparable size, layout, fit-out and decor in the Building. In the event of any such relocation, Landlord shall pay all the reasonable expenses: (a) of preparing and decorating the new premises so that the layout and fit-out will be substantially similar to the Premises;
(b) of moving Tenant's furniture, equipment and all other contents in the Premises to the new premises (including Tenant's data and communication wiring and cabling); and (c) reasonably incurred and documented by Tenant, up to a maximum amount of $50,000.00, for business disruption expenses, including expenses in notifying its clients of such relocation, obtaining new letterhead and business cards, and other incidental expenses related directly to Tenant's relocation. Tenant shall execute any reasonable amendment evidencing the terms of the relocation as Landlord may require in its reasonable discretion. Upon the effective date of the relocation: (i) the description of the Premises set forth in this Lease shall, without further act on the part of Landlord or Tenant, be deemed amended so that the new premises shall, for all purposes, be deemed the Premises hereunder, and all of the terms, covenants, conditions, provisions, and agreements of this Lease, including those agreements to pay Rent (at the same rate perrentable square foot), shall continue in full force and effect and shall apply to the new premises; and (ii) Tenant shall move into the new premises.

25. GENERAL PROVISIONS.

(a) Provided there is no Event of Default, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or anyone lawfully or equitably claiming by, through, or under Landlord, under and subject to the terms and conditions of this Lease and of any deeds of trust now or hereafter affecting all or any portion of the Premises.

(b) Subject to the terms and provisions of Section 10. the respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto. their successors and assigns.

(c) This Lease shall be governed in accordance with the Laws of the State, without regard to choice of law principles. Landlord and Tenant hereby consent to the exclusive jurisdiction of the state and federal courts located in the jurisdiction in which the Project is located.

(d) In connection with any litigation or arbitration arising out of this Lease. Landlord or Tenant, whichever is the prevailing party as determined by the court or arbitrator in such litigation, shall be entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party in connection with such litigation. including reasonable attorneys' fees. If. in the context of a bankruptcy case, Landlord or Tenant is compelled at any time to incur any expense. including attorneys' fees, in enforcing or attempting to enforce the terms of this Lease or to enforce or attempt to enforce any actions required under the Bankruptcy Code to be taken by the trustee or otherwise, then the sum so paid by such party shall be awarded to such party by the Bankruptcy Court and shall be immediately due and payable by the trustee or by such party's bankruptcy estate to such party in accordance with the terms of the order of the Bankruptcy Court.

(e) This Lease. which by this reference incorporates all exhibits. riders. schedules, and other attachments hereto, supersedes all prior discussions, proposals, negotiations and discussions between the parties and this Lease contains all of the agreements, conditions, understandings, representations, and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in y manner other than by an agreement in writing signed by both parties hereto or their respective successors-in-interest. Whenever placed before one or more items. the words "include". "includes". and "including" shall mean considered as part ofa larger group, and not limited to the item(s) recited. Except to the extent expressly set forth otherwise in this Lease, neither Landlord, nor anyone acting on Landlord's behalf, has made any representation. warranty, estimation, or promise of any kind or nature whatsoever relating to the physical condition of the Building or the land under the Building or suitability, including without limitation. the fitness of the Premises for Tenant's intended use. If any provisions of this Lease are held to be invalid, void, or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

(f) TIME IS OF THE ESSENCE UNDER ALL PROVISIONS OF THIS LEASE. INCLUDING ALL NOTICE PROVISIONS.

(g) If Landlord or Tenant is in any way delayed or prevented from performing any obligation (except. with respect to Tenant, its obligations to pay Rent. the giving of notice with respect to the exercise ofa Lease option. and surrender of the Premises as and when required under this Lease) due to fire or other casualty (or reasonable delays in the adjustment of insurance claims). acts of terrorism. war or other emergency (including severe weather emergency), governmental delay beyond what is commercially reasonable (provided the party claiming the delay provides reasonable evidence to the other party that the party claiming the delay is diligently pursuing the approval or permit that is the subject to the governmental delay), inability to obtain any materials or services (exclusive of delays in connection with long-lead items requested by Tenant for the Leasehold Improvements. which are deemed Tenant Delays). acts of God. strike. lockout or other labor dispute. orders or regulations of any federal, state. county or municipal authority, embargoes. or any other cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events) (each. a "Force Majeure Event"). then the time for performance of such obligation shall be excused for the period of such delay or prevention (and such party shall not be deemed in default with respect to the performance of its obligations) and extended for a period equal to the period of such delay or prevention. Financial disability or hardship shall never constitute a Force Majeure Event. No such inability or delay due to a Force Majeure Event shall constitute an actual or constructive eviction. in whole or in part, or entitle Tenant to any abatement or diminution of Rent (except as set forth herein), or relieve the other party from any of its obligations under this Lease, or impose any liability upon such party or its agents, by reason of inconvenience or annoyance to the other party. or injury to or interruption of the other party's business, or otherwise.

(h) Excepting payments of Fixed Rent. Operating Expenses. and utilities (which are to be paid as set forth in Sections 4, 5, and 6) and unless a specific time is otherwise set forth in this Lease for any Tenant payments. all amounts due from Tenant to Landlord hereunder shall be paid by Tenant to Landlord as Additional Rent within 30 days after receipt of an invoice therefor.

(i) Tenant's financials are publicly available online at no cost to Landlord at https://www.sec.gov/cgi-bin/browse- edgar?action=getcompany&CIK=0001157601&owner=exclude&count=40&hidefilings=0. As of • the Commencement Date, the most recently available audited financial statements of Tenant can be found at https://www.sec.gov/Archives/edgar/data/1157601/000104746918001557/0001047469-18-001557-index.htm. If at **any time Tenant's finaJ1cial** statements are no longer publicly available online at no cost to Landlord, then within 10 days after written request by Landlord (but not more than once during any 12-month period unless a default has occurred under this Lease, or in the event of a sale, financing, or refmancing by Landlord of all or any portion of the Project), Tenant shall furnish to Landlord, Mortgagee, or Landlord's prospective mortgagee or purchaser, reasonably requested financial information. In connection therewith and upon Tenant's request, Landlord and Tenant shall execute a mutually acceptable confidentiality agreement on Landlord's form therefor.

(j) Tenant represents and warrants to Landlord that: (i) Tenant was duly organized and is validly existing and in good standing under the Laws of the jurisdiction set forth for Tenant in the first sentence of this Lease; (ii) Tenant is legally authorized to do business in the State; (iii) the person(s) executing this Lease on behalf of Tenant is(are) duly authorized to do so; and (iv) Tenant has the full corporate power and authority to enter into this Lease and has taken all corporate action necessary to·carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws **relating to or affecting creditors' rights generally, and by general equitable** principles (regardless of whether such enforceability is considered in a proceeding at law or in equity). From time to time upon Landlord's request, Tenant will provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord authorizing the execution of this Lease at the time of such execution.

(k) If Tenant has removed all or substantially all of Tenant's Property and there are 2 months or less remaining in the Term, Landlord shall have the right to access and make improvements to the Premises in anticipation ofreletting without affecting or modifying the Term or Rent, subject to notice to and consent of Tenant (which consent shall not be unreasonably withheld, but may be conditioned upon delivery of a general release by Landlord for the benefit of Tenant). Tenant shall have no rights in or to such improvements. Tenant hereby waives any claim of constructive eviction, early termination of this Lease, or reduction of Rent iil connection with Landlord exercising such right.

(I) Each party hereto represents and warrants to the other that such party is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each party hereto is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Each party hereto shall defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) incurred by the other to the extent arising from or related to any breach of the foregoing certifications. The foregoing indemnity obligations shall survive the Expiration Date.

(m) Landlord shall have the right, to the extent required to be disclosed by Landlord or Landlord's affiliates in connection with filings required by applicable Laws, including without limitation the Securities and Exchange Commission ("SEC"), without notice to Tenant to include in such securities filings general information relating to this Lease, including, without limitation, Tenant's name, the Building, and the square footage of the Premises. Except as set forth in the preceding sentence, neither Tenant nor Landlord shall issue, or permit any broker, representative, or agent representing either party in connection with this Lease to issue: (i) any press release; or (ii) any other public disclosure regarding the specific terms of this Lease (or any amendments or modifications hereof), without the prior written approval of the other party. The parties acknowledge that the transaction described in this Lease and the terms thereof (but not the existence thereof) are of a confidential nature and shall not be disclosed except to such party's employees, attorneys, accountants, consultants, advisors, affiliates, and actual and prospective purchasers, lenders, investors, subtenants and assignees (collectively, "Permitted Parties"), and except as, in the good faith judgment of Landlord or Tenant, may be required to enable Landlord or Tenant to comply with its obligations under Law or under laws and regulations of the SEC. Neither party may make any public disclosure of the specific

terms of this Lease, except as required by Law, including without limitation SEC laws and regulations, or as otherwise provided in this paragraph. In connection with the negotiation of this Lease and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that it will have had access to confidential information relating to the other party. Each party shall treat such information and shall cause its Permitted Parties to treat such confidential information as confidential, and shall preserve the confidentiality thereof, and not duplicate or use such information, except by Permitted Parties.

(n) Neither Tenant, nor anyone acting through, under, or on behalf of Tenant, shall have the right to record this Lease, nor any memorandum, notice, affidavit, or other writing with respect thereto.

(o) Tenant shall not claim any money damages by way of setoff, counterclaim, or defense, based on any claim that Landlord unreasonably withheld its consent, in which case Tenant's sole and exclusive remedy shall be an action for specific performance, injunction, or declaratory judgment.

(p) All requests made to Landlord to perform repairs or furnish services, supplies, utilities, or freight elevator usage (if applicable), shall be made online to the extent available (currently such requests shall be made via http://etenants.com/, as the same may be modified by Landlord from time to time) otherwise via email or written communication to Landlord's property manager for the Building. Whenever Tenant requests Landlord to take any action not required of Landlord under this Lease or give any consent required or permitted to be given by Landlord under this Lease (for example, a request for a Transfer consent, a consent to an Alteration, or a subordination of Landlord's lien, but other than a request for services, supplies, or utilities which is governed by Section ? Cb)). Tenant shall pay to Landlord for Landlord's professional costs in connection with each such action or consent Landlord's reasonable documented costs incurred by Landlord in reviewing and taking the proposed action or consent, including reasonable attorneys', engineers' and/or architects' fees (as applicable), plus the Administrative Fee. The foregoing amount shall be paid by Tenant to Landlord within 30 days after Landlord's delivery to Tenant ofan invoice for such amount. Tenant shall pay such amount without regard to whether Landlord takes the requested action or gives the requested consent.

(q) Tenant acknowledges and agrees that Landlord shall not be considered a "business associate" for any purpose under the Health Insurance Portability and Accountability Act of 1996 and all related implementing regulations and guidance.

(r) Tenant shall direct any work performed on behalf of Tenant to be performed by contractors who work in harmony, and shall not interfere, with any labor employed by Landlord or Landlord's contractors. If at any time any of the contractors performing work on behalf of Tenant does not work in harmony or interferes with any labor employed by Landlord, other tenants, or their respective mechanics or contractors, then the permission granted by Landlord to Tenant to do or cause any work to be done in or about the Premises may be withdrawn by Landlord with 48 hours' written notice to Tenant.

(s) · This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument. The submission of this Lease by Landlord to Tenant for. examination does not constitute a reservation of or option for the Premises or of any either space within the Building or in other buildings owned or managed by Landlord or its affiliates. This Lease shall not be binding nor shall either party have any obligations or liabilities or any rights with respect hereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Lease and counterpart signature pages by electronic transmission shall constitute effective execution and delivery of this Lease for all purposes, and signatures of the parties hereto transmitted and/or produced electronically shall be deemed to be their original signature for all purposes.

(t) Landlord and persons authorized by Landlord may enter the Premises at all reasonable times upon reasonable advance notice or, in the case of an emergency, at any time without notice. Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry; provided, however, in the case of repairs or work, such shall be done, so far as practicable, so as to not unreasonably interfere with Tenant's use of the Premises.

(u) If more than one entity executes this Lease as Tenant, each of them is jointly and severally liable for the keeping, observing, and performing of all of the terms, covenants, conditions, provisions, and agreements of this Lease to be kept, observed, and performed by Tenant.

(v) TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRI.AL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAil\1 BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE BUILDING, ANY CLAIM OR INJURY OR DAMAGE, OR ANY EMERGENCY OR OTHER STATUTORY REMEDY WITH RESPECT THERETO. TENANT .CONSENTS TO SERVICE OF PROCESS AND ANY PLEADING RELATING TO ANY SUCH ACTION AT THE PREMISES; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT THE PREMISES. TENANT WAIVES ANY RIGHT TO RAISE ANY NONCOMPULSORY COUNTERCLAIM IN ANY SUMMARY OR EXPEDITED ACTION OR PROCEEDING INSTITUTED BY LANDLORD. LANDLORD, TENANT, ALL GUARANTORS, AND ALL GENERAL PARTNERS EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM, OR POWER UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

26. EXTENSION OPTION.

(a) Provided: (i) no Event of Default exists; (ii) there has not previously been more than 1 monetary default in any 12-month period; (iii) this Lease is in full force and effect; (iv) Tenant is the originally named Tenant; and (v) Tenant is then occupying 100% of the Premises for the conduct of Tenant's business, Tenant shall have the right to extend the Term ("Extension Option") for 36 months beyond the end of the Initial Term ("Extension Term") by delivering Tenant's written extension election notice to Landlord no later than the Extension Deadline and no earlier than 3 months prior to the Extension Deadline. The "Extension Deadline" means the date that is 12 months prior to the expiration of the Initial Term; The terms and conditions of this Lease during the Extension Term shall remain unchanged except Tenant shall only be entitled to the 1 Extension Term provided above, the annual Fixed Rent for the Extension Term shall be the Extension Rent (as defined below), the Expiration Date shall be the last day of the Extension Term, and, except to the extent reflected in the Extension Rent, Landlord shall have no obligation to perform any tenant improvements to the Premises or provide any tenant improvement allowance to Tenant. Upon Tenant's delivery of its written extension election notice, Tenant may not thereafter revoke its exercise of the Extension Option. Notwithstanding anything to the contrary in this Lease, Tenant shall have no right hereunder to extend the Term other than or beyond the 1, 36-month Extension Term described in this paragraph.

(b) "Extension Rent" means the fair market extension term base rent for space comparable to the Premises in comparable buildings in the market in which the Project is located. In determining the Extension Rent, Landlord, Tenant and any broker shall take into account all relevant factors including, without limitation, prevailing market allowances and concessions for renewing tenants, space measurement methods and Joss factors, the lease term, the size of the space, the location of the building(s), parking charges, the amenities offered at the building(s), the age of the building(s), and whether Project Expenses and other pass-through expenses are on a triple net, base year, expense stop or other basis. In lieu of directly providing any prevailing market or improvement allowances and/or concessions, Landlord may elect to reduce the Extension Rent by the economic equivalent thereof to reflect the fact that such allowances and concessions were not provided directly to Tenant for the Extension Term. During the Extension Term, Tenant shall not be automatically entitled to any tenant improvement allowances, free rent periods, or other economic concessions (if any) that Tenant received during the prior Term, except to the extent such items are indirectly incorporated into the Extension Rent as set forth in this Section; provided the preceding clause shall have no effect on the fair market value determination or reduction provisions set forth in the two preceding sentences and the succeeding sentence. When the Extension Rent is being determined for the first year of the Extension Term, the Extension Rent for the second and all subsequent years of the Extension Term shall also be determined in accordance with the methodology set forth herein, subject to the then prevailing annual rent escalation factor in the applicable leasing market.

(c) If Tenant timely exercises the Extension Option and Landlord and Tenant do not agree

upon the Extension Rent in writing by the date that is the later of 20 days after Landlord's receipt of Tenant's extension notice or 3 months prior to the Extension Deadline, then within 15 days after either party notifies the other in writing that such notifying party desires to determine the Extension Rent in accordance with the following procedures set forth in this Section, Landlord and Tenant shall each deliver to the other party a written statement of such delivering party's determination of the Extension Rent, together with such supporting documentation as the delivering party desires to deliver. Within 10 days after such 15-day period, Landlord and Tenant shall mutually agree and appoint a real estate broker having a minimum of 10 years' experience in the market in which the Project is located, which broker shall select either Landlord's determination or Tenant's determination, whichever the broker finds more accurately reflects the Extension Rent. The broker shall be instructed to notify Landlord and Tenant of such selection within 10 days after such broker's appointment. The broker shall have no power or authority to select any Extension Rent other than the Extension Rent submitted by Landlord or Tenant nor shall the broker have any power or authority to modify any of the provisions of this Lease, and the decision of the broker shall be final and binding upon Landlord and Tenant. If Landlord and Tenant do not timely agree in writing upon the appointment of the broker, Landlord shall submit to Tenant the names of3 qualified brokers with a minimum of 10 years' experience in the market in which the Project is located, and Tenant shall have 10 days after receiving such names to notify Landlord of which of the 3 brokers Tenant selects to determine the Extension Rent. If Tenant fails to timely notify Landlord ofTenant's selection, Landlord shall have the right to unilaterally appoint the broker. The fee and expenses of the broker shall be shared equally by Landlord and Tenant.

(d) Upon Tenant's timely and proper exercise of the Extension Option pursuant to the terms above and satisfaction of the above conditions: (i) the "Term" shall include the Extension Term; and (ii) upon Landlord's request, Tenant shall execute prior to the expiration of the then-expiring Term, an appropriate amendment to this Lease, in form and content reasonably satisfactory to both Landlord and Tenant, memorializing the extension of the Term, the Extension Rent and any related conforming terms for the ensuing Extension Term (provided Tenant's failure to execute such amendment shall not negate the effectiveness of Tenant's exercise of the Extension Option in accordance with the following terms).

27. RIGHT OF FIRST OFFER.

(a) Provided: (i) no Event of Default exists; (ii) there has not previously been more than 1 monetary default in any 12-month period; (iii) this Lease is in full force and effect; (iv) Tenant is the originally named Tenant; and (v) Tenant is then occupying at least 100% of the Premises for the conduct of Tenant's business, Tenant shall have rights concerning Potential ROFO Space and, following receipt of Tenant's written request (a "Tenant ROFO Reguest") at any time after the Commencement Date, Landlord shall notify Tenant in writing ("Landlord's ROFO Notice") when either (A) any rentable space located contiguous to the Premises and on second floor of the Building, or (B) 5,000 rentable square feet or more located anywhere in the Building (with (A) or (B) constituting "Potential ROFO Space") becomes available to lease (as defined below) or Landlord reasonably anticipates that such space will become available to lease from Landlord prior to the last 12 months of the Initial Term. Landlord's ROFO Notice shall identify the portion of the Potential ROFO Space that is available to lease (such identified space, "ROFO Space"), and include the anticipated availability date and proposed fair market economic terms for the lease of the ROFO Space and, subject to the terms and provisions of this Section, Tenant shall have the right ("ROFO") to lease all (but not less than all) of the ROFO Space on the terms set forth in Landlord's ROFO Notice by delivering Tenant's written notice of such election to Landlord ("Tenant's ROFO Notice") within 10 business days after Tenant's receipt of Landlord's ROFO Notice.

(b) Upon Tenant's delivery of Tenant's ROFO Notice, Tenant may not thereafter revoke Tenant's exercise of the ROFO. If an Event of Default exists and is not cured at any time after Landlord receives Tenant's ROFO Notice but before the first day that Tenant commences to lease the ROFO Space, Landlord, at Landlord's option, shall have the right to nullify Tenant's exercise of the ROFO with respect to the ROFO Space. If Tenant notifies Landlord that Tenant elects not to lease the ROFO Space or if Tenant fails to timely deliver Tenant's ROFO Notice to Landlord with respect thereto, then Landlord shall have the right to enter into a lease agreement(s) for the ROFO Space under one or more leases containing such terms as Landlord deems acceptable in Landlord's sole discretion, and the ROFO shall be void and have no further force or effect with respect to such space; provided, however, the ROFO shall survive with respect to other Potential ROFO Space such that following receipt of a subsequent Tenant ROFO Request, Landlord shall send a Landlord's ROFO Notice when other Potentia!ROFO Space

becomes available to lease or Landlord reasonably anticipates that such space will become available to lease from Landlord prior to the last 12 months of the Initial Term.

(c) The ROFO shall be subject, subordinate, and in all respects inferior to the rights of any third-party tenant leasing space at the Building as of the date of this Lease. Landlord may at any time choose to use any space that is or about to become vacant within the Building for marketing or property management purposes, or as a Building amenity or Common Area such as a fitness center or conference area, or to lease such space to.an existing· tenant of Landlord in connection with the relocation of such tenant, without in any such case notifying or offering such space to Tenant or giving rise to any right of Tenant hereunder. Space is "available to lease" as ofthe date of any Tenant ROFO Request if and when: (i) the lease for any tenant of all or a portion of the space expires or is otherwise terminated, provided space shall not be deemed to be or become available if the space is assigned or subleased by the tenant of the space, or relet by the tenant or subtenant of the space by renewal, extension, or new lease; and (ii) to the extent that all or a portion of the Potential ROFO Space is available to lease from Landlord as of the date of this Lease, Landlord has entered into a lease with a third-party tenant for such currently available ROFO Space after the date of this Lease and the term of that lease has expired (including, without limitation, the expiration of any lease term extension period(s), regardless of whether the extension right or agreement is contained in such lease or is agreed to at any time by Landlord and the tenant under such lease or otherwise) or been terminated.

(d) Except to the extent expressly set forth in Landlord's ROFO Notice to the contrary, if Tenant elects to lease the ROFO Space, such space shall become subject to this Lease upon the same terms and conditions as are then applicable to the original Premises, except that Tenant shall take the ROFO Space in "AS IS" condition and Landlord shall have no obligation to make any improvements or alterations to the ROFO Space,-and the term of Tenant's lease of the ROFO Space shall be the term specified in Landlord's ROFO Notice. Landlord shall determine the exact location of any demising walls (if any) for the ROFO Space. Tenant shall not be entitled to any tenant improvement allowances, free rent periods, or other special concessions granted to Tenant with respect to the original Premises. Upon Tenant's leasing of the ROFO Space, the "Premises" .shall include the ROFO Space and, except as otherwise set forth in this Section, all computations made under this Lease based upon or affected by the rentable area ofthe Premises shall be recomputed to include the ROFO Space.

(e) If Tenant timely exercises its right to lease the ROFO Space: (i) Tenant's lease of the ROFO Space shall commence upon the later of: (A) the date ofavailability specified in Landlord's ROFO Notice; or (B) the date Landlord tenders possession of the ROFO Space in vacant condition; (ii) the ROFO under this Section 27 shall thereafter be null and void; and (iii) upon Landlord's request, Tenant shall execute an appropriate new lease or amendment, in form and content reasonably satisfactory to both Landlord and Tenant, memorializing the expansion of the Premises as set forth in this Section (provided Tenant's failure to execute such lease or amendment shall not negate the effectiveness of Tenant's exercise of the ROFO).

28. FURNITURE AND EQUIPMENT. Subject to Tenant not being in breach of this Lease, including without limitation timely payment of Rent, Landlord hereby grants to Tenant an exclusive, nontransferable license to use the furniture, kitchen appliances, fixtures, installed personal property and wiring and cabling currently located at the Premises (collectively, "Premises Personal Property") for the Term. Some of the Premises Personal Property is shown on Exhibit F attached hereto. All title to the Premises Personal Property shall remain with Landlord, and Tenant shall have no right to remove the Premises Personal Property from the Premises without Landlord's prior written consent. Tenant shall maintain the Premises Personal Property in good working condition throughout the Term, ordinary wear and tear excepted. Landlord makes no express or implied representations or warranties whatsoever with respect to the Premises Personal Property, and Tenant accepts the Premises Personal Property in its "as is, where is" condition. Tenant hereby represents and warrants that Tenant or Tenant's authorized representative(s) has, or have, examined and/or inspected the Premises Personal Property to ascertain its present condition, and Tenant hereby accepts the present physical condition of the Premises Personal Property "AS IS - WHERE IS". Landlord shall not hereafter be liable for any losses sustained or damages arising out of Tenant's use, operation, maintenance, repair, or other disposition of the Premises Personal Property, or for any action of Tenant in managing or using the Premises Personal Property. Tenant shall have no rights in or to the Premises Personal Property upon any default by Tenant under this Lease, in which case Landlord shall have the right to remove and dispose of the Premises Personal Property in Landlord's sole and absolute discretion. Tenant shall surrender the Premises Personal Property to Landlord in good working condition on or prior to the Surrender Date, ordinary wear and tear excepted.

[SIGNATURES ON FOLLOWING PAGE]

TENANT CONFESSION CERTIFICATION: Tenant acknowledges and agrees that any failure of Tenant to execute Section 17(k) of this Lease shall be an absolute bar from Tenant (or Tenant's successors or assigns) claiming, alleging or petitioning, including, but not limited to, in any petition to open said confession, that such Section is invalid and not binding upon Tenant (or Tenant's successors or assigns).

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above stated.

LANDLORD:
FOUR TOWER BRIDGE ASSOCIATES
By: Brandywine TB I, L.P., its General Partner
By: Brandywine TB I, L.L.C.

By: /s/ Jeff DeVuono
Name: Jeff DeVuono
Title: EVP
Date: 1/14/19

TENANT:
MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Marc Schneebaum
Name: Marc Schneebaum
Title: CFO
Date: 1/10/19

Exhibits:
Exhibit A: Location Plan of Premises Formof COLT
Exhibit B: Leasehold Improvements Cleaning Specifications Rules and
Exhibit C: Regulations Premises Personal Property
ExhibitD:
Exhibit E:
Exhibit F:

Exhibit 10.26

Tenant: Madrigal Pharmaceuticals, Inc. Premises: Four Tower Bridge, Suite 200

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO. LEASE ("Amendment") is made and entered into as of 7/17/2020 , by and between **FOUR TOWER BRIDGE ASSOCIATES,** a Pennsylvania limited partnership ("Landlord"), and **MADRIGAL PHARMACEUTICALS, INC.,** a Delaware corporation ("Tenant").

A. • Landlord and Tenant are parties to a Lease ("Current Lease") dated as of January 10, 2019, for the Premises deemed to contain 10,416 rentable square feet presently known as Suite 200 in the Building known as Four Tower Bridge located at 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Current Lease as amended by this Amendment is referred to herein as the "Lease".

B. The Term currently expires on March 31, 2022. Landlord and Tenant wish to amend the Current Lease to extend the Term upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bow1d, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Current Lease.

(a) The Term is hereby extended by an additional 14 months, for the period commencing on April 1, 2022, and terminating on May 31, 2023 **(the** "Term Extension")..

(b) The Extension Option shall remain in full force and effect except that the "Extension Term" means the 36-month period commencing on June 1, 2023 and ending on May 31, 2026, and the "Extension Deadline" means May 31, 2022.

3. Fixed Rent.

(a) In consideration of the Term Extension, Fixed Rent for the 2-month period commencing on August 1, 2020 and ending on September 30, 2020 is hereby abated in full. Nothing contained herein may be deemed to diminish or relieve Tenant of its obligation to pay in accordance with the terms of the Lease all sums owed by Tenant to Landlord during such 2-month period other than Fixed Rent.

(b) Effective on April 1, 2022, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, deduction, or counterclaim, Fixed Rent during the Term as follows, payable in the monthly installments set forth below and otherwise in accordance with the terms of the Lease;

Time Period	Annual Fixed Rent Per Rentable Sguare Foot of Premises	Annualized Fixed Rent	Monthly Fixed Rent
4/1/22 - 5/31/23	$35.64	$371,226.24	$30,935.52

4. Plasma Air Needlepoint Ionization Bar. In consideration of the Term Extension, Landlord shall install, at Landlord's cost, a Plasma Air Needlepoint Ionization Bar ("PANI Bar") in the ductwork at or about the point where the ductwork enters fue Premises. Landlord shall ensure that the PAN! Bar is new and is installed with a 12-month parts-only warranty. After installation, Landlord shall have no obligations with respect to the PANI Bar other than to enforce the warranty (or assign the warranty to Tenant if feasible). Landlord makes no express or implied representations or warranties whatsoever and disclaims any representations or warranties, and Tenant hereby waives any and all claims against Landlord with respect to the PANI Bar, including without limitation its effectiveness or ability to prevent any viruses. Each party shall reasonably cooperate (at no cost to the cooperating party) with any insurance claims pursued by the other party in connection with the COVID-19 crisis. Landlord shall retain ownership of the PANI Bar, which shall not be deemed Tenant's Property (and thus shall be surrendered with the Premises on

the Surrender Date). Landlord shall not be liable for any losses sustained or damages arising out of Tenant's·use, operation, maintenance, or repair of the PANI Bar, or for any action of Tenant in managing or using the PANI Bar.

5. Condition of Premises. Tenant acknowledges and agrees that Landlord has no obligation under the Lease to make any improvements to or perform any work in the Premises, or provide any improvement allowance, and Tenant accepts the Premises in their current "AS IS" condition.

6. Brokers. Landlord and Tenant each represents arid warrants to the other that such representing party has had no dealings, negotiations, or consultations with respect to the Premises or this transaction with any broker or finder other than a Landlord affiliate, representing Landlord. Each party must indemnify, defend, and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorneys' fees and court costs), arising out of or from or related to its misrepresentation or breach of warranty under this Section. This Section will survive the expiration or earlier termination of the Tenn.

7. Notices. The current address for notices to Landlord under the Lease is set forth below:.

Four Tower Bridge Associates c/o Brandywine Realty Trust
Attn: Legal Notices/Legal Dept., RE: Building 588 FMC Tower at Cira Centre South
2929 Walnut St., Suite 1700
Philadelphia, PA 19104
Phone No. 610-325-5600
Email: Legal.Notices(a›bdnreit.com

8. Effect of Amendment: Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Current Lease has not been modified, amended, canceled, terminated, released, superseded, or otherwise rendered of no force or effect. The Current Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term, and power contained in and under the Current Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein. In the event of any conflict between the terms and conditions of this Amendment and those of the Current Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other on any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto. Tenant specifically acknowledges and agrees that Section 17(k) of the Current Lease concerning Confession of Judgment is hereby restated in full below:

In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

(1) **TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH G)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THIS LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THIS LEASE.**

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court; custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A_ PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN **SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE LEASED PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.**

TENANT: MADRIGAL PHARMACEUTICALS, INC.

By:	/s/ Marc Schneebaum
Name:	Marc Schneebaum
Title:	Chief Financial Officer
Date:	7/17/20

9. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant hereby represents and warrants to Landlord that there are no defaults by Landlord or Tenant under the Current Lease, nor any event that with the giving of notice or the passage of time, or both, will constitute a default under the Current Lease.

10. Counterparts: Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of

this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced electronically will be deemed to be their original signature for all purposes.

11. OFAC. Each party hereto represents and warrants to the other that such party is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each party hereto is currently in compliance with, and must at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Each party hereto must defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by the other to the extent arising from or related to any breach of the foregoing certifications. The foregoing indemnity obligations will survive the expiration or earlier termination of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first- above written.- •

LANDLORD:
FOUR TOWER BRIDGE ASSOCIATES

By: Brandywine TB I, L.P., its general partner

By: Brandywine TB I, L.L.C., its general partner

By:	/s/ George Johnstone
Name:	George Johnstone
Title:	EVP Operations
Date:	7/20/2020

TENANT: MADRIGAL PHARMACEUTICALS, INC.

By:	/s/ Marc Schneebaum
Name:	Marc Schneebaum
Title:	Chief Financial Officer
Date:	7/17/2020

Exhibit 10.27

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") **is made and entered** into as of 5/3/2021 by and between FOUR TOWER BRIDGE ASSOCIATES, a Pennsylvania limited partnership ("Landlord"), **and MADRIGAL PHARMACEUTICALS, INC.,** a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to a Lease ("Original Lease") **dated** as of January 10, 2019, as amended by a First Amendment to Lease dated as of July 17, 2020 (the Original Lease as so amended is referred to **herein as the** "Current Lease"), **for the** premises ("Current Premises") deemed to contain 10,416 rentable square feet presently known as Suite 200 in the Building known as Four Tower Bridge located at 200 Barr Harbor Drive, West Conshohocken, Pennsylvania. **The Current Lease as amended by this Amendment is referred to herein as the** "Lease".

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain additional premises in the Building presently known as Suite 250 and **identified as "Expansion Suite"** on the location plan attached hereto as Exhibit A, which space is deemed to contain 1,816 **rentable square feet** ("Suite 250").

C. Landlord and Tenant agree to amend the Current Lease to expand the Current Premises to include Suite 250 and extend the Tenn upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Current Lease.

2. Suite 250.

(a) The Term for Suite 250 commences on **the date** ("Suite 250 Commencement Date") **that is** the earlier of: (i) the date on which Tenant first conducts any business at all or any portion of Suite 250; or (ii) Substantial Completion (as defined in Exhibit C.

(b) By the Confirmation of Lease Term substantially in the form of Exhibit **B** attached hereto ("COLT"), **Landlord will notify Tenant of** the Suite 250 Commencement Date and all other matters stated therein. The COLT will be conclusive and binding on Tenant as to all matters set forth therein unless, within 10 days following delivery of the COLT to Tenant, Tenant contests any of the matters contained therein by notifying Landlord in writing **of Tenant's objections.**

(c) Effective on the Suite 250 **Commencement Date:** (i) the "Premises" **means, collectively,** the Current Premises and Suite 250; (ii) **Tenant's Share** is stipulated to be 14.22%; and (iii) the rentable area of the Premises is deemed to be 12,232 square feet.

3. Term

(a) The Term (for both the Current Premises and Suite 250) is hereby extended through November 30, 2023.

(b) The Extension **Option shall remain in full force and effect except** that the "Extension Term" means the 36-month **period commencing** on **December 1,** 2023 **and ending on November 30, 2026, and the** "Extension Deadline" **means** February 28, 2023.

4. Fixed Rent. Effective on the Suite 250 Commencement Date, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, deduction, or counterclaim, Fixed Rent ***with respect to Suite 250*** during the Term as follows, payable in advance in the monthly installments set forth below and otherwise in accordance with the terms of the Lease:

Time Period	Annual Fixed Rent Per Rentable Sguare Foot of Suite250	Annualized Fixed Rent	Monthly Fixed Rent
Suite250 Commencement Date - 1l/30/23	$35.64	$64,722.24	$5,393.52

5. Condition of Premises: Leasehold Improvements.

(a) Landlord shall deliver Suite 250 to Tenant as of the Suite 250 Commencement Date with the Building Systems (as defined in the Original Lease) in good and fully operational condition. Tenant shall accept Suite 250 as of the Suite 250 Commencement Date in such good and fully operational condition in their **"AS IS",** "WHERE IS", "WITII ALL FAULTS" condition, except that Landlord shall: (i) complete the Leasehold Improvements pursuant to Exhibit C attached hereto; and (ii) comply with its obligations under the Lease, which shall not be affected by the use of Suite 250 in "AS IS", "WHERE IS", "WITII ALL FAULTS" condition, including without limitation the maintenance and repair obligations under Section 11 of the Original Lease. Tenant acknowledges that the Leasehold Improvements (as defined in Exhibit C) will be completed while Tenant is occupying the Current Premises, and may interfere with or disrupt Tenant's business outside of Suite 250 or otherwise inconvenience Tenant. Landlord's completion of the Leasehold Improvements during Tenant's occupancy of the Current Premises will not be considered a breach of Tenant's rights under the Lease. Landlord will use commercially reasonable efforts to minimize any disruption or inconvenience to Tenant, provided Tenant will reasonably cooperate with Landlord with respect to the Leasehold Improvements, including without limitation packing loose and personal contents belonging to Tenant and moving Tenant's electronic equipment belonging to Tenant as reasonably directed by Landlord. Landlord will provide Tenant with a schedule for completing the Leasehold Improvements, after which Tenant will provide access to the Current Premises to Landlord without Landlord having to provide any further notice to Tenant. Provided this Amendment is full executed prior to April 30, 2021, Landlord shall use commercially reasonable efforts to cause Substantial Completion to occur by July 1, 2021, subject to Force Majeure events, including without limitation obtaining a building permit from the Township.

(b) Effective from and after the first day of the calendar month immediately following Substantial Completion (such date is the "Payment Start Date") through May 31, 2023, Tenant shall pay to Landlord the Leasehold Improvement Payment as Additional Rent on or before the first day of each month. "Leasehold Improvement Payment" means a monthly amount equal to: (i) $26,194.00 ("Overage"); divided by (ii) the number of months in the period commencing on the Payment Start Date and ending on May 31, 2023. For example, if Substantial Completion occurs on June 5, 2021, then the Payment Start Date is July 1, 2021, and the monthly Leasehold Improvement Payment is $903.24 (which equals $26,194.00/29). Notwithstanding the foregoing, Tenant shall have the right at any time to pay the Overage in full in a lump-sum payment prior to repayment in full of the Overage.

(c) Extension Rent (as defined in Section 26 of the Original Lease) shall recognize Tenant's contribution of the Leasehold Improvement Payments.

6. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiations, or consultations with respect to the Premises or this transaction with any broker or finder other than a Landlord affiliate, representing Landlord. Each party must indemnify, defend, and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorneys' fees and court costs), arising out of or from or related to its misrepresentation or breach of warranty under this Section. This Section will survive the expiration or earlier termination of the Term.

7. Effect of Amendment: Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Current Lease has not been modified, amended, canceled, terminated, released, superseded, or otherwise rendered of no force or effect. The Current Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term, and power contained in and under the Current Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein. In the event of any conflict between the terms and conditions of this Amendment and those of the Current Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by

either against the other on any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto. Tenant specifically acknowledges and agrees that Section 17(k) of the Current Lease concerning Confession of Judgment is hereby restated in full below:

In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF TIDS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF TIDS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THIS LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THIS LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY **PRIOR** WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED **IF FOR** ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE LEASED PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR

THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL **FOR VIOLATION OF** TENANTtS CONSTITUTIONAL **RIGHTS** IN **THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.**

TENANT: MADRIGAL PHARMACEUTICALS, INC.

By:	/s/ Marc Schneebaum
Name:	Marc Schneebaum
Title:	Chief Financial Officer
Date:	5/3/2021

8. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant hereby represents and warrants to Landlord that there are no defaults by Landlord or Tenant under the Current Lease, nor any event that with the giving of notice or the passage of time, or both, will constitute a default under the Current Lease.

9. Countemarts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced electronically will be deemed to be their original signature for all purposes.

1_0. OFAC. Each party hereto represents and warrants to the other that such party is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") **of the U.S. Department of the Treasury, including those parties named on OFAC's** Specially Designated Nationals and Blocked Persons List. Each party hereto is currently in compliance with, and must at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Each party hereto must defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by the other to the extent arising from or related to any breach of the foregoing certifications. The foregoing indemnity obligations will survive the expiration or earlier termination of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:
FOUR TOWERBRIDGEASSOCIATES

By: Brandywine TB I, L.P., its general partner

By: Brandywine TB I, L.L.C., its general partner

By:	/s/ George Johnstone
Name:	George Johnstone
Title:	EVP Operations
Date:	6/15/2021

TENANT: MADRIGAL PHARMACEUTICALS, INC.

By:	/s/ Marc Schneebaum
Name:	Marc Schneebaum
Title:	Chief Financial Officer
Date:	5/3/2021

Exhibit 10.28

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is made and entered into as of March 8, 2022, by and between **FOUR TOWER BRIDGE ASSOCIATES**, a Pennsylvania limited partnership ("Landlord"), and **MADRIGAL PHARMACEUTICALS, INC.**, a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to a Lease ("Original Lease") dated as of January 10, 2019, as amended by a First Amendment to Lease dated as of July 17, 2020, and a Second Amendment to Lease ("Second Amendment") dated as of May 3, 2021 (the Original Lease as so amended is referred to herein as the "Current Lease"), for the premises ("Current Premises") deemed to contain 12,232 rentable square feet presently known as Suite 200 and Suite 250 in the Building known as Four Tower Bridge located at 200 Barr Harbor Drive, West Conshohocken, Pennsylvania. The Current Lease as amended hereby pursuant to this Amendment is referred to hereinafter as the "Lease".

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain additional premises in the Building presently known as Suite 100 and shown as the unshaded area on the location plan attached hereto as Exhibit A, which space is deemed to contain 18,375 rentable square feet ("Suite 100").

C. Landlord and Tenant agree to amend the Current Lease to expand the Current Premises to include Suite 100 upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Current Lease.

2. Suite 100.

(a) The Term for Suite 100 commences on the earlier of (i) one business day following the termination of the 100 Sublease (as defined below) if terminated prior to May 31, 2023, or (ii) June 1, 2023 ("Suite 100 Commencement Date"). Landlord and Tenant are currently negotiating a consent to Tenant's sublease of Suite 100 of approximately even date of this Amendment (the "100 Sublease").

(b) By the Confirmation of Lease Term substantially in the form of Exhibit B attached hereto ("COLT"), Landlord will notify Tenant of the Suite 100 Commencement Date, which commencement date shall be no later than June 1, 2023, and all other matters stated therein. The COLT will be conclusive and binding on Tenant as to all matters set forth therein unless, within 10 days following delivery of the COLT to Tenant, Tenant contests any of the matters contained therein by notifying Landlord in writing of Tenant's objections.

(c) Effective on the Suite 100 Commencement Date, (i) the "Premises" means, collectively, the Current Premises and Suite 100; (ii) Tenant's Share is stipulated to be 35.58%; and (iii) the rentable area of the Premises is deemed to be 30,607 square feet.

(d) The Premises include the exterior balconies. The first sentence of Section 13(a)(iii) of the Original Lease is modified by adding the following phrase to the end thereof: ", including without limitation as a result of items falling from the balconies." Tenant and Tenant Agents shall comply with the balcony rules and regulations set forth on Exhibit C attached hereto.

3. Term. The Term (for both the Current Premises and Suite 100) ends on November 30, 2023. The Extension Option (as modified by the Second Amendment) and the ROFO shall remain in full force and effect and shall apply to the Current Premises and Suite 100. For the avoidance of doubt, Tenant may exercise the Extension Option with respect to the Current Premises and Suite 100, and the Extension Term for both the current Premises and Suite 100 is the 36-month period commencing on December 1, 2023, and ending on November 30, 2026. The

"Extension Deadline" means May 31, 2023.

4. Fixed Rent. Effective on the Suite 100 Commencement Date, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, deduction, or counterclaim, Fixed Rent ***with respect to Suite 100*** during the Term as follows, payable in advance in the monthly installments set forth below and otherwise in accordance with the terms of the Lease:

Time Period	Annual Fixed Rent Per Rentable Square Foot of Suite 100	Annualized Fixed Rent	Monthly Fixed Rent
Suite 100 Commencement Date – 11/30/23	$37.00	$679,875.00	$56,656.25

5. Condition of Premises. Tenant acknowledges and agrees that Landlord has no obligation under the Lease to make any improvements to or perform any work in the Current Premises or Suite 100, or provide any improvement allowance, and Tenant accepts the Current Premises and Suite 100 in their current "AS IS" condition. Neither Landlord, nor anyone acting on Landlord's behalf, has made any representation, warranty, estimation, or promise of any kind or nature whatsoever relating to the physical condition or suitability, including without limitation, the fitness for Tenant's intended use, of Suite 100.

6. Operating Expenses. Effective on June 1, 2023, the "Base Year" means calendar year 2023 ***with respect to Suite 100 only***.

7. Special Exterior Building Signage. To the extent permitted by applicable Laws and subject to any applicable signage restrictions affecting the Building (including without limitation all local governmental signage ordinances and obtaining all necessary governmental or association approvals), and provided: (i) Tenant (excluding its assignees or sublessees other than to a Permitted Transferee as defined in Section 10(c) of the Original Lease) leases and occupies at least 30,000 rentable square feet of office space in the Building, and (ii) no Event of Default of Tenant has occurred under the Lease and is continuing (collectively, "Exterior Signage Conditions"), Tenant shall have the right, subject to satisfaction of the conditions of this Section, to install new Tenant identification signage displaying Tenant's corporate name and logo ("Exterior Signage") on the Fayette Street Bridge building facade at the 2nd floor location at the Building, and shall be subject to Landlord's approval in writing as to the placement, color, size, design, composition, specifications, construction, manner of installation and removal of signage, and architectural compatibility of the Exterior Signage with the exterior of the Building and the Project, which approval shall not be unreasonably withheld, conditioned or delayed. All costs of installation and removal, including, but not limited to, maintenance costs and removal of the Exterior Signage, together with the costs of repair for any damage to the Building caused by installation and/or removal shall be paid by Tenant. If an Event of Default of Tenant occurs and is continuing, Landlord shall have the right to deliver written notice to Tenant, which notice will specify the Event of Default that has occurred and that Tenant is required, within 30 days after receipt of such notice, to either cure such Event of Default or remove the Exterior Signage. If Tenant fails to comply with this Section within such 30-day period, Landlord shall have the right to remove the Exterior Signage. All reasonable and documented out of pocket costs incurred by Landlord to remove, repair and/or replace the Exterior Signage, including, but not limited to, costs of repairing any damage to the Building to the extent caused by such cure, shall be paid by Tenant. Following such removal, Landlord shall have the right, at its sole cost and expense, to install any other signage in the same location, including, without limitation, the signage of another tenant in the Building. Landlord's approval of the Exterior Signage shall create no responsibility or liability on the part of Landlord for the completeness, design, or sufficiency thereof, or the compliance of the Exterior Signage with the requirements of applicable Laws. On or prior to the Surrender Date (as defined in Section 18(a) of the Original Lease), or immediately if any of the Exterior Signage Conditions no longer exist, Tenant shall remove the Exterior Signage, at Tenant's sole cost and expense, and restore and repair all parts of the Building directly affected by the installation or removal of the Exterior Signage, to the condition existing immediately prior to its installation or to a condition reasonably acceptable to Landlord. Tenant understands and agrees that it is solely responsible to ensure the upkeep and condition of the Exterior Signage to its original status, normal wear and tear excepted. Specifically, any missing letters, whether by loss, destruction, wear, act of God, or otherwise, will be replaced at the full expense of Tenant and shall be repaired or replaced within 30 days after the occurrence of such deficiency. Prior to constructing or installing the Exterior Signage, Tenant shall have obtained and must continue to maintain all permits and/or approvals required by applicable Laws with respect to the

construction, installation, and maintenance of the Exterior Signage, and shall have provided Landlord with sufficient evidence of the existence of such permits and/or approvals and that the construction and installation of the Exterior Signage will comply in all respects with all applicable Laws. Tenant shall be solely responsible for ensuring that the Exterior Signage is in compliance with all present and future applicable Laws. Tenant, at its sole cost and expense, shall insure the Exterior Signage as part of Tenant's Property, and shall also carry liability insurance with respect to the Exterior Signage. Except to the extent caused by the negligence or willful misconduct of Landlord or a Landlord Indemnitee (as defined in Section 13(a) of the Original Lease), Tenant shall protect, defend, indemnify, and hold harmless Landlord and all Landlord Indemnitees from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses, and costs (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees and court costs) arising out of or from or related to the construction, installation, maintenance, use, or removal of the Exterior Signage by Tenant or a Tenant Agent (as defined in Section 9(a) of the Original Lease).

8. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiations, or consultations with respect to the Premises or this transaction with any broker or finder other than a Landlord affiliate, representing Landlord, and Cushman & Wakefield, representing Tenant ("Broker"). Each party must indemnify, defend, and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorneys' fees and court costs), arising out of or from or related to its misrepresentation or breach of warranty under this Section 8. Tenant shall have no responsibility or obligation to pay any commission to the Broker in connection with the transactions contemplated hereby. Instead, Landlord must pay Broker all of its commission owed in connection with this Amendment pursuant to the terms of a separate written agreement between Landlord and Broker. This Section 8 will survive the expiration or earlier termination of the Term.

9. Notices. The current address for notices to Landlord under the Lease is set forth below:

Four Tower Bridge Associates c/o Brandywine Realty Trust
Attn: Legal Notices/Legal Dept., RE: Building 588 Cira Centre
2929 Arch St., Suite 1800
Philadelphia, PA 19104
Phone: 610-325-5600
Email: Legal.Notices@bdnreit.com

10. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Current Lease has not been modified, amended, canceled, terminated, released, superseded, or otherwise rendered of no force or effect. The Current Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term, and power contained in and under the Current Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein. In the event of any conflict between the terms and conditions of this Amendment and those of the Current Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other on any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto. Tenant specifically acknowledges and agrees that Section 17(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR

ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREI\USES ALL OR ANY PART OF THE RENT SPECfFIED IN THIS LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER TIDS LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFfER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEW AL OF THIS LEASE.

WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION TREREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTJON TO CONFESS JUDGMENT lN EJECTMENT AGAlNST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRJT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RlGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERJ\IIINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSfON OF **THE** SAID PREMISES.

In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it bas a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RLGBTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDlll:S INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. JN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE LEASED PREMISES IN MITIGATION OF ANY OBLIGATJON OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAJNST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN **THE** EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

TENANT:
MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Brian Lynch

Name: Brian Lynch

Title: Senior Vice President and General Counsel Date: 03/04/22

11. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant hereby represents and warrants to Landlord that there are no defaults by Landlord or Tenant under the Current Lease, nor any event that with the giving of notice or the passage of time, or both, will constitute a default under the Current Lease.

12. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced electronically will be deemed to be their original signature for all purposes.

13. OFAC. Each party hereto represents and warrants to the other that such party is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each party hereto is currently in compliance with, and must at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Each party hereto must defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by the other to the extent arising from or related to any breach of the foregoing certifications. The foregoing indemnity obligations will survive the expiration or earlier termination of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:
FOUR TOWERBRIDGEASSOCIATES

By: Brandywine TB I, L.P., its general partner

By: Brandywine TB I, L.L.C., its general partner

By: /s/ George Johnstone
Name: George Johnstone
Title: EVP Operations
Date: 3/8/2022

TENANT:
MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Brian Lynch

Name: Brian Lynch

Title: Senior Vice President and General Counsel Date: 03/04/22

Exhibit 10.29

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of May 30, 2023, by and between **BARR HARBOR DRIVE, LLC,** a Pennsylvania limited liability company ("Landlord"), successor in interest to Four Tower Bridge Associates, and **MADRIGAL PHARMACEUTICALS, INC.,** a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to a Lease ("Original Lease") dated as of January 10, 2019, as amended by (i) that certain First Amendment to Lease dated as of July 17, 2020, (ii) that ce1iain Second Amendment to Lease dated as of May 3, 2021, and (iii) that ce1iain Third Amendment to Lease dated March 8, 2022 ("Third Amendment") (the Original Lease as so amended is referred to herein as the "Current Lease"), for the premises in the Building known as Four Tower Bridge located at 200 Barr Harbor Drive, West Conshohocken, Pennsylvania (the "Building"). The Current Lease as amended hereby pursuant to this Amendment is referred to hereinafter as the "Lease".

B. Landlord and Tenant agree to amend the Current Lease upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set fmih in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Current Lease.

2. Amendment. The last sentence of Section 3 of the Third Amendment shall be replaced in its entirety as follows: "The "Extension Deadline" means June 15, 2023."

3. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiations, or consultations with respect to this Amendment with any broker or finder other than Newmark, in the case of Landlord, and Cushman & Wakefield, in the case of Tenant.

4. Effect of Amendment. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Current Lease has not been modified, amended, canceled or terminated, and is in force or effect.

5. Representations and Warranties

(a) Landlord represents and warrants to Tenant that it acquired the Building that is the subject of the Lease and has all obtained all rights from Four Tower Bridge Associates under the Lease, including rights to execute this Amendment and future amendments to the Lease.

(b) Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so.

6. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument and that the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:
BARR HARBOR DRIVE, LLC,
a Pennsylvania limited liability company

By: /s/ Robert J. Nasuti

Name: Robert J. Nasuti

Title: President

TENANT:
MADRIGAL PHARMACEUTLCALS, INC.

By: /s/ Brian Lynch

Name: Brian J. Lynch

Title: Senior Vice President and General Counsel

Exhibit 10.30

Tenant: Madrigal Pharmaceuticals, Inc. Premises: Four Tower Bridge Suites 100, 200, 250 and 255

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease ("Amendment") is made and entered into as of the 31st day of August 2023, by and between **BARR HARBOR DRIVE, LLC**, a Pennsylvania limited liability company ("Landlord"), successor in interest to Four Tower Bridge Associates, and **MADRIGAL PHARMACEUTICALS, INC.**, a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to that certain Lease dated January 10, 2019 ("Original Lease"), as amended by that certain (i) First Amendment to Lease dated July 17, 2020, (ii) Second Amendment to Lease dated May 3, 2021, (iii) Third Amendment to Lease dated March 8, 2022, and (iv) Fourth Amendment to Lease dated May 30, 2023 (the "Existing Lease"), for 30,607 rentable square feet of space comprised of 18,375 rentable square feet on the first floor commonly known as Suite 100, 10,416 rentable square feet on the second floor commonly known as Suite 200, and 1,816 rentable square feet also located on the second floor commonly known as Suite 250 (the foregoing suites, collectively, the "Current Premises") located at Four Tower Bridge, 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Existing Lease as amended hereby shall be the "Lease."

B. The Term of the Existing Lease currently expires on November 30, 2023. Tenant and Landlord wish to extend the Term of the Existing Lease on the terms and subject to the expansion options set forth herein, which expansion options shall be established by this Amendment and not any terms of the Existing Lease or any other understanding between Landlord and Tenant.

C. Landlord and Tenant wish to amend the Lease in certain other respects, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Existing Lease.

2. Term. The Term is hereby extended through November 30, 2026 ("Expiration Date") subject to a portion of the Lease being terminated at an earlier date pursuant to the terms of the Lease.

3. Fixed Rent. Commencing on December 1, 2023, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, deduction, or counterclaim, Fixed Rent in monthly installments and otherwise in accordance with the terms of the Lease. From such date, all references to the amount of Fixed Rent shall be deleted and the following shall control:

Time Period	Annual Fixed Rent Per Rentable Square Foot of the Premises	Annualized Fixed Rent	Monthly Fixed Rent
12/1/23-11/30/24	$38.25	$1,170,717.70	$97,559.81
12/1/24-11/30/25	$39.02	$1,194,132.11	$99,511.01
12/1/25-11/30/26	$39.80	$1,218,014.75	$101,501.23

At all times during the Term, Fixed Rent will be calculated by multiplying the rentable square footage then properly included in such calculation in accordance with the terms of the Lease by the applicable Fixed Rent per rentable square foot**.** This shall take into account rent payable through November 30, 2023 and

any removal of rentable square footage for the termination of Suite 100 hereunder and the addition of any Expansion Space (as defined below) elected by Tenant hereunder, as applicable.

4. Base Year. On December 1, 2023, the "Base Year" shall be reset to calendar year 2024.

5. Condition of Current Premises. Tenant acknowledges and agrees that it accepts the Current Premises in its "as-is" condition and that Landlord has no obligation under the Existing Lease (other than any ongoing maintenance and repair obligation) to make any improvements or to perform any work to the Current Premises or to provide any improvement allowance with respect to the Current Premises.

6. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiation or consultations with respect to this transaction with any broker or finder other than: (i) representing Landlord, Newmark, and (ii) representing Tenant, Cushman & Wakefield of Pennsylvania, LLC (each, a "Broker"). Tenant shall have no responsibility or obligation to pay any commission to a Broker in connection with transactions contemplated hereby. Instead, Landlord shall fully compensate each Broker pursuant to separate brokerage agreement(s). Each party must indemnify, defend and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorney's fees and court costs) arising out of or from or related to its misrepresentation under, or breach of, this Section. This Section will survive the expiration or earlier termination of the Term.

7. Notices. Landlord's notice address is:

Barr Harbor Drive, LLC c/o Winterstar Corporation 14
Balligomingo Road
Conshohocken, PA 19428
Attn: Robert J. Nasuti, President Email: bobnasuti@summerwood.biz

With a copy to:

Obermayer Rebmann Maxwell & Hippel LLP Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102-2101 Attn: Peter J. Oberkircher, Esquire

Email: peter.oberkircher@obermayer.com Tenant's notice address is:

Madrigal Pharmaceuticals, Inc. 200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428 Attn: Brian J. Lynch
Email: bjlynch@madrigalpharma.com

8. First Expansion Option. So long as there is no Event of Default at the time of exercise, Tenant shall have the option ("First Expansion Option"), but not the obligation, to expand the Premises by

approximately 4,063 rentable square feet located on the second floor of the Building as set forth on Exhibit "A" attached hereto and made a part hereof ("First Expansion Space," and sometimes referred to herein as an "Expansion Space") by providing notice to Landlord on or before December 31, 2023, time being of the essence. Upon Tenant's exercise of the First Expansion Option, Landlord shall use commercially reasonable efforts to (i) improve the First Expansion Space in a good and workmanlike manner as detailed on Exhibit "B" attached hereto made a part hereof (the "Tenant Improvements"), (ii) cause the First Expansion Space to comply with Laws, and (iii) deliver exclusive possession of the First Expansion Space to Tenant broom clean, vacant, and with all systems serving the same in good order, repair and condition (the foregoing (i) through (iii), collectively, "Landlord's Work"). Following exercise of the First Expansion Option, Landlord shall use commercially reasonable efforts to complete Landlord's Work by September 1, 2024 and in no event earlier than May 31, 2024 (with the later of (1) the date on which Landlord's Work is completed or evidenced by a certificate of occupancy, and (2) May 31, 2024, being the "First Expansion Delivery Date"). Landlord's Work shall be performed at the sole cost and expense of Landlord; provided, that Landlord's cumulative out-of-pocket costs (including architectural, engineering and construction management fees) for the Tenant Improvements (such costs, the "Improvement Costs") shall not exceed Two Hundred Forty Thousand Dollars ($240,000.00) ("Landlord's Allowance"). Tenant acknowledges that all Improvement Costs in excess of the Landlord's Allowance shall be reimbursed to Landlord within thirty (30) days of the date of Landlord's delivery of reasonable evidence of payment therefor. Tenant shall have the right to make modifications to Exhibit "B" ("Scope Modifications") by providing Landlord with notice of same on or before December 31, 2023, time being of the essence. If Scope Modifications actually and materially result in a delay in the completion of Landlord's Work from a mutually agreed upon projected First Expansion Delivery Date (collectively, the "Projected First Expansion Delivery Date"), then the date of completion of Landlord's Work shall be deemed to be the date completion would have occurred but for such Tenant's delay; provided such deemed completion shall be limited to the extent such delay is caused by Tenant which results in Tenant occupancy after the Projected First Expansion Delivery Date . If the Landlord and Tenant cannot agree in writing (including email) on the Projected First Expansion Delivery Date, Tenant shall have the right to rescind the exercise of the First Expansion Option, and if rescission is so exercised by Tenant, Tenant shall have no responsibility, liability or obligation to Landlord and any prior notice of exercise for the First Expansion Option shall be null and void. In the event that Improvement Costs are less than Landlord's Allowance, (y) the first Fifty Thousand Dollars ($50,000.00) less than the Landlord's Allowance shall be credited against Fixed Rent coming due and (z) any amount less than $190,000 of the Landlord's Allowance and greater than the actual Improvement Costs (the "First Allowance Carryover") shall be added to the Second Expansion Space Allowance should Tenant exercise any Second Expansion Option. The First Allowance Carryover shall be used for improvements by Tenant to the Second Expansion Space, excluding furniture or cabling. Notwithstanding the foregoing, if at any time before December 31, 2023 and prior to the date that Tenant exercises its First Expansion Option, Landlord receives an acceptable bona fide offer from the current tenant of the First Expansion Space to renew its lease for the First Expansion Space, Landlord will notify Tenant in writing of said offer (to include the terms thereof) (a "First Expansion Offer Notice"), and Tenant shall have the pre-emptive right for five
(5) business days after the date of effective delivery of the First Expansion Offer Notice to exercise its First Expansion Option with regard to the First Expansion Space. If Tenant does not exercise its First Expansion Option with regard to the First Expansion Space within such five (5) business days after Tenant's receipt of the First Expansion Offer Notice, the First Expansion Option will terminate. An offer from the current tenant to Landlord as aforesaid shall have no impact on this Section except to potentially advance the December 31, 2023 deadline for Tenant to exercise its First Expansion Option in accordance with the terms hereof. The First Expansion Space shall constitute a portion of the Premises as of the First Expansion Delivery Date. From and after the First Expansion Delivery Date, the First Expansion Space

shall be fully subject to the terms, conditions and agreements set forth in the Lease, including, without limitation, the payment of Fixed Rent.

9. Second Expansion Option. So long as there is no Event of Default at the time of exercise, Tenant shall have the right ("Second Expansion Option"), but not the obligation, to expand the Premises by each of : (a) approximately 6,002 rentable square feet located on the second floor of the Building as set

forth on Exhibit "C" attached hereto and made a part hereof (the "Second Floor Space"); and/or (b) approximately 12,376 rentable square feet located on the third floor of the Building as set forth on Exhibit "D" attached hereto and made a part hereof (the "Third Floor Space" and with each of the Second Floor Space or Third Floor Space constituting a "Second Expansion Space," and/or sometimes referred to herein as an "Expansion Space") by providing notice to Landlord on or before August 31, 2024, time being of the essence. Upon Tenant's exercise of a Second Expansion Option, improvements may be made to the Expansion Space in accordance with the applicable subsection (a) or (b) below.

a. If the Expansion Space is the Second Floor Space and the estimated Second Improvement Costs (as defined below) are equal to or less than $60 per rentable square foot (as reasonably estimated, documented and agreed to by Landlord and Tenant based on preliminary/schematic plans and specifications provided by Tenant ("Agreed Upon Cost Plans"), then Landlord shall use commercially reasonable efforts to (i) improve the Second Expansion Space in a good and workmanlike manner in accordance with the Approved Plans (as defined below) (each, "Second Tenant Improvements"), (ii) cause the Second Expansion Space to comply with Laws, and (iii) deliver exclusive possession of the Second Expansion Space to Tenant broom clean, vacant, and with all systems (excluding any existing supplemental HVAC or Premises hot water heaters) serving the same in good order, repair and condition (the foregoing (i) through (iii), collectively, "Second Landlord's Work"). In connection with a planned or actual exercise of a Second Expansion Option, Tenant will submit for Landlord's approval, plans and specifications for the proposed improvements, including architectural, mechanical, electrical, plumbing and structural drawings and specifications (such plans and specifications, as finally approved by Landlord, the "Approved Plans"). Tenant shall deliver the foregoing plans and specifications promptly and Landlord shall promptly identify any material supply delay associated with such plans and review and respond to same in a timely manner so that Approved Plans may be mutually agreed upon as promptly as reasonably possible after Tenant's submission of such plans. Tenant's out-of-pocket costs for the Approved Plans may be reimbursed from the Second Expansion Space Allowance by submission of paid invoices or other evidence that Tenant has paid the sums sought to be reimbursed. Following the Approved Plans, Landlord shall use commercially reasonable efforts to complete relevant Second Landlord's Work (with the earlier of (1) Tenant's date of occupancy or (2) date on which Second Landlord's Work is completed or evidenced by a certificate of occupancy, being the "Second Expansion Delivery Date"). In connection with any agreement on the Approved Plans, Landlord and Tenant shall mutually agree upon projected Second Expansion Delivery Date (collectively, the "Projected Second Expansion Delivery Date"). If completion of Second Landlord's Work is actually and materially delayed as a result of a delay caused by Tenant, then the date of completion of Second Landlord's Work shall be deemed to be the date completion would have occurred but for such Tenant's delay; provided such deemed completion shall be limited to the extent delay is caused by Tenant which results in Tenant occupancy after the Projected Second Expansion Delivery Date. If the Landlord and Tenant cannot agree in writing (including email) on the Agreed Upon Cost Plans, the Approved Plans or the Projected Second Expansion Delivery Date, Tenant shall have the right to rescind the exercise of the Second Expansion Option, and if any such written rescission is delivered to Landlord, Tenant shall have no responsibility, liability or obligation to Landlord and any prior notice of exercise for the Second Expansion Option shall be null and void. Second Landlord's Work shall be performed at the sole cost and expense of Landlord; provided,

that Landlord's cumulative out-of-pocket costs (including architectural, engineering and Landlord construction management fees equal to 5% of all costs (which may be charged by Landlord or by the property manager on behalf of Landlord)) for the Second Tenant Improvements (such

costs, the "Second Improvement Costs") shall be drawn from the applicable Second Expansion Space Allowance (as defined below) until exhausted and thereafter all Second Improvement Costs in excess of the Second Expansion Space Allowance shall be borne by Tenant, as more particularly set forth below, provided Landlord promptly delivers reasonable evidence that the Second Expansion Space Allowance has been exhausted and thereafter furnishes invoices for all amounts associated with improvements in excess of the Second Expansion Space Allowance. Landlord is making available an allowance for Second Tenant Improvements to any Second Expansion Space equal to (A) the First Allowance Carryover, plus (B) an amount equal to the product calculated by multiplying
(i) fifteen dollars ($15.00) per rentable square foot of the Second Expansion Space in question, and (ii) a fraction, the numerator of which is the number of months remaining in the Term from the Second Expansion Delivery Date and the denominator of which is thirty- six (36) (with (A) and (B) collectively the "Second Expansion Space Allowance"). The Second Expansion Space Allowance shall be used by Landlord for physical improvements to any Second Expansion Space in accordance with the Approved Plans, including, without limitation, labor and materials, and for related architectural and engineering and construction management fees, but in no event for furniture or the purchase of cabling. If Second Improvement Costs exceed the amount of the applicable Second Expansion Space Allowance, Tenant shall be (y) be responsible for the excess, and (z) directly pay any such overage, as and when bills are due following prompt delivery of such invoices by Landlord.

b. If the Expansion Space includes either (i) the Third Floor Space or (ii) the Second Floor Space (where the estimated Second Improvement Costs exceed $60 per rentable square foot as reasonably estimated and documented based on Agreed Upon Cost Plans), then Tenant shall complete the improvements to the Expansion Space in a good and workmanlike manner in accordance with Approved Plans and the terms of this Amendment at its sole cost and expense, subject to the following: Landlord shall make available to Tenant an allowance for such Improvement Costs equal to (A) any balance available from the First Allowance Carryover, plus (B) an amount equal to the product calculated by multiplying (i) fifteen dollars ($15.00) per rentable square foot of the Second Expansion Space in question, and (ii) a fraction, the numerator of which is the number of months remaining in the Term from the Second Expansion Delivery Date (as defined below in the last sentence) and the denominator of which is thirty-six (36), which allowance shall be extended by Landlord to Tenant hereunder in cash payable within 30 days of invoice submission and/or rental credit and applied at Tenant's option; provided that, the First Allowance Carryover shall only be used by Tenant for such improvements, excluding furniture or cabling. Upon request, Tenant shall provide Landlord with reasonable evidence of the use of the First Allowance Carryover for improvements to such space. If Tenant performs the Improvements described in this paragraph (b), then the "Second Expansion Delivery Date" for purposes of this Amendment and such Expansion Space shall mean the earlier of (i) the date on which such work is completed or evidenced by a certificate of occupancy or (iii) one hundred twenty (120) days from Tenant's exercise of such Second Expansion Option. If the Landlord and Tenant cannot agree in writing (including email) on the Agreed Upon Cost Plans, the Approved Plans or the Projected Second Expansion Delivery Date under this Section 9(b) as described Section 9(a) above, Tenant shall have the right to rescind the exercise of the Second Expansion Option hereunder, and if any such written rescission is delivered to Landlord, Tenant

shall have no responsibility, liability or obligation to Landlord and any prior notice of exercise for the Second Expansion Option shall be null and void.

c. Notwithstanding the foregoing, if at any time prior to the date that Tenant exercises a Second Expansion Option, Landlord receives an acceptable bona fide offer to lease a Second Expansion Space, Landlord will notify Tenant in writing of said offer (to include the terms thereof) (a "Second Expansion Offer Notice"), and Tenant shall have the pre- emptive right for five (5) business days after the date of effective delivery of the Second Expansion Offer Notice to exercise its Second Expansion Option with regard to the Second Expansion Space. If Tenant does not exercise its Second Expansion Option with regard to the Second Expansion Space identified in a Second Expansion Offer Notice within such five (5) business days after Tenant's receipt of the applicable Second Expansion Offer Notice, the Second Expansion Option will terminate with respect to the Second Expansion Space to which the Second Expansion Offer Notice related.

d. The relevant Second Expansion Space shall constitute a portion of the Premises as of the Second Expansion Delivery Date. From and after the Second Expansion Delivery Date, the relevant Second Expansion Space shall be fully subject to the terms, conditions and agreements set forth in the Lease, including, without limitation, the payment of Fixed Rent. For the avoidance of doubt, Tenant may exercise any Expansion Option in whatever order it elects. For example, Tenant may exercise a Second Expansion Option before it exercises a First Expansion Option and there is no sequencing requirement associated with any such option exercise.

10. Suite 100. On the earlier of (i) September 1, 2024, and (ii) any First Expansion Delivery Date or Second Expansion Delivery Date (such date, when determined, the "Suite 100 Removal Date"), Suite 100 shall be deleted from the definition of the Premises and Tenant shall vacate the same in its as is condition; provided, that, notwithstanding anything in the Lease to the contrary (A) Tenant shall have no obligation to remove any fixture, furniture, or equipment (other than Eligible Furniture (as defined below)) or to otherwise perform any surrender and/or restoration obligation(s) in Suite 100 other than to yield possession thereof, and (B) Tenant shall convey to Landlord or its designee all of Tenant's right, title and interest, if any, in the following by bill of sale "AS IS, WHERE IS" (x) the audio-visual equipment existing as of the date of this Amendment in each of the Suite 100 boardroom, any Suite 100 conference rooms, and the Suite 100 training room (collectively, the "AV Equipment"), and (y) all other furniture and equipment currently existing in Suite 100 (the "Furniture") that is not Eligible Furniture. After acquired equipment are excluded from the prior sentence. Following conveyance of the AV Equipment, Tenant shall receive a Fixed Rent credit of Fifty Thousand Dollars ($50,000.00). The bill of sale for Furniture shall be finalized after the Furniture Option Date, and the parties will use best efforts to do so within thirty (30) days thereof. "Eligible Furniture" shall mean Furniture that Tenant will utilize for any Expansion Space for which Tenant has previously exercised the Expansion Option ("Eligible Expansion Space") by subject to the following conditions: (a) Tenant must tag all Furniture that Tenant will utilize in the Eligible Expansion Space by February 28, 2024 ("Furniture Option Date"), (b) Tenant may only tag and take Furniture which Tenant has determined in good faith it will utilize in the Eligible Expansion Space as and (c) all Furniture currently existing in the training room and large conference room shall remain in the space and become the property of the Landlord (or its designee) and Tenant may not tag or utilize such Furniture. All such Eligible Furniture will be identified in a notice to Landlord on or before the Furniture Option Date (which the parties agree will ultimately be included in a separate exhibit to a future Lease amendment). Until the Suite 100 Removal Date, Tenant agrees to maintain the AV Equipment and Furniture in the ordinary course of business, consistent with past practices and not to remove same from the Premises except for moving Eligible Furniture to an Expansion Space in accordance with the terms hereof; provided, that Tenant shall not be required to replace any of the

foregoing by this sentence. In the event that Tenant does not exercise an Expansion Option, all Furniture shall remain in the space and become the property of the Landlord or its designee. If Tenant shall fail to timely vacate Suite 100 as required hereby, the penalties in Section 18 of the Original Lease shall apply to Tenant's holdover in Suite 100 with due regard for the modification of

the surrender obligations set forth herein, provided the foregoing shall not apply to any furniture or equipment left behind in Suite 100.

11. Training Facility. Following the Suite 100 Removal Date, Landlord shall continue to maintain the training facility currently located in Suite 100 as reflected on Exhibit "E" attached hereto and made a part hereof. Landlord will keep the existing furniture and basic layout or an equivalent replacement thereof in the training facility during the Term, and Tenant shall have the right to exclusive use, without any charge or fee, of the training facility no less than four (4) full weekdays per month, during Business Hours, by providing at least four (4) weeks prior notice to Landlord (but no earlier than two (2) months in advance) for each date and time Tenant desires to utilize the training facility (each, a "Tenant Reserved Date"). Any additional days that Tenant wishes to use the training facility, or any Tenant change in a Tenant Reserved Date, are subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord will retain the right to reserve up to six (6) dates per month that the training facility will be blocked out exclusively for Landlord's or its designee's use (each, a "Landlord Reserved Date") by providing at least four (4) months prior notice to Tenant. Landlord may modify a Landlord Reserved Date so long as Tenant is provided with at least four (4) months' notice. Tenant may not designate any of the Landlord Reserved Dates as a Tenant Reserved Date. The training facility will be secured from the remainder of the Building and Tenant will leave the facility in the same condition after its use or otherwise be assessed a commercially reasonable cleaning fee. Tenant shall have the right to maintain a separate Wi-Fi system in the training facility. Tenant's right to utilize the training facility may not be assigned or otherwise granted to a third party except (A) to an assignee of Tenant's interest in the Lease, or (B) pursuant to a sublease entered in accordance with the terms of the Lease.

12. Extension Option. The Extension Option remains in full force and effect and applies to any space leased by Tenant at the time that the Extension Option is exercised; provided, that, notwithstanding anything in the Existing Lease to the contrary, (i) the "Extension Deadline" means February 28, 2026, (ii) the "Extension Term" shall be for twelve (12) months, (iii) the "Extension Rent" (annual Fixed Rent per rentable square foot of the Premises) throughout the Extension Term shall be Forty and 59/100 Dollars ($40.59), and (iv) Section 26(a)(v) of the Original Lease shall be of no further force and effect.

13. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Existing Lease has not been modified, amended, cancelled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in and under the Existing Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein, and in the event of any conflict between the terms and conditions of this Amendment and those of the Existing Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant thereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

14. Confession of Judgment restated: Tenant specifically acknowledges and agrees that Section 17(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS

CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THE LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THE LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THE LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT

TO A JUDGMENT BY CONFESSION. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD

AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Brian Lynch
Name: Brian J. Lynch
Title: Senior Vice President and General Counsel

15. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant certifies as of the date hereof that to Tenant's actual knowledge without inquiry no event has occurred that, with the passage of time, the giving of notice, or both, wou Id constitute a breach or default under the Lease.

16. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, this Amendment may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument and the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced will be deemed to be their original signature of all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:

BARR HARBOR DRIVE, LLC, a Pennsylvania limited liability company

By: Winterstar Corporation, Manager

By: /s/ Robert J. Nasuti
Robert J. Nasuti, President

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Brian J. Lynch
Name: Brian J. Lynch
Title: Senior Vice President and General Counsel

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease ("Amendment") is made and entered into as of the 16th day of April 2024, by and between **BARR HARBOR DRNE, LLC,** a Pennsylvania limited liability company ("Landlord") and **MADRIGAL PHARMACEUTICALS, INC.,** a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to that certain Lease dated January 10, 2019 ("Original Lease"), as amended by that certain (i) First Amendment to Lease dated July 17, 2020, (ii) Second Amendment to Lease dated May 3, 2021, (iii) Third Amendment to Lease dated March 8, 2022, (iv) Fourth Amendment to Lease dated May 30, 2023, and (v) Fifth Amendment to Lease dated August 31, 2023 ("Fifth Amendment" and together with the Original Lease, the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease and the Fourth Amendment to Lease, the "Existing Lease"), for 30,607 rentable square feet of space comprised of 18,375 rentable square feet on the first floor commonly known as Suite 100, 10,416 rentable square feet on the second floor commonly known as Suite 200, and 1,816 rentable square feet also located on the second floor commonly known as Suite 250 (the foregoing suites, collectively, the "Current Premises") located at Four Tower Bridge, 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Existing Lease as amended hereby shall be the "Lease."

B. Tenant has exercised its First Expansion Option to add the First Expansion Space to the Premises as set forth in detail in Section 8 of the Fifth Amendment.

C. Tenant further wishes to have Suite 100 removed from the definition of the Premises pursuant to Section 10 of the Fifth Amendment.

D. Landlord and Tenant wish to amend the Lease in certain other respects, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Existing Lease.

2. Fixed Rent. Commencing on the First Expansion Delivery Date (as defined in Section 8 of the Fifth Amendment), Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, deduction, or counterclaim, Fixed Rent in monthly installments and otherwise in accordance with the terms of the Lease. From such date, all references to the amount of Fixed Rent shall be deleted and the following shall control based upon 16,295 Rentable Square Feet:

Time Period	Annual Fixed Rent Per Rentable Square Foot of the Premises	Annualized Fixed Rent	Monthly Fixed Rent
First Expansion Delivery Date*-11/30/24	$38.25	$623,283.75	$51,940.31
12/1/24-11 /30/25	$39.02	$635,830.90	$52,985.91
12/1/25-11/30/26	$39.80	$648,541.00	$54,045.08

The First Expansion Delivery Date shall be confirmed by Landlord and Tenant by the execution of a Confirmation of Lease Term in the form attached hereto as Exhibit "A". If Tenant fails to execute or object to the Confirmation of Lease Term within ten (10) business days of its delivery, Landlord's determination of such dates shall be deemed accepted.

*Should the date of September I, 2024 or the Second Expansion Delivery Date (as defined in Section 10 of the Fifth Amendment to Lease) precede the First Expansion Delivery Date, Suite 100 shall be removed from the definition of the Premises on such earlier date and the above Fixed Rent chart shall be promptly modified to reflect that the removal of Suite 100 shall be of a date other than the First Expansion Delivery Date.

3. Tenant's Share. Commencing on the First Expansion Delivery Date, Tenant's Share shall be 18.94%. Notwithstanding the foregoing, if Suite 100 is removed from the definition of the Premises prior to the First Expansion Delivery Date, Tenant's Share shall promptly be revised to 14.22% on such earlier date and then increased to 18.94% on the First Expansion Delivery Date.

4. Landlord's Work. Tenant has made Scope Modifications to the Tenant Improvements referenced in Section 8 of the Fifth Amendment to Lease; which modified Tenant Improvements are reflected on Exhibit "B", attached hereto and made a part hereof. Notwithstanding anything herein or in the Fifth Amendment to the contrary, Tenant reserves the right to make additional Scope Modifications to the Tenant Improvements identified on Exhibit "B" by delivering written notice of such Scope Modifications to Landlord, so long as final plans (with pricing notes) for the Tenant Improvements which reflect such Scope Modifications are approved by Tenant in writing on or before April 15, 2024.

The estimated Improvements Costs for the First Expansion Space is less than the amount of the Landlord's Allowance under Section 8 of the 5th Amendment. To the extent that the actual Improvement Costs remain less than the Landlord's Allowance, the unused balance of the Landlord's Allowance shall be added to the Second Expansion Space Allowance. Notwithstanding the terms of Section 8 of the Fifth Amendment, the parties agree that the entire unused balance of the Landlord's Allowance shall be included in the First Allowance Carryover and no portion of the unused balance shall be credited to Fixed Rent.

5. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiation or consultations with respect to this transaction with any broker or finder other than: (i) representing Landlord, Newmark, and (ii) representing Tenant, Cushman & Wakefield of Pennsylvania, LLC (each, a "Broker"). Tenant shall have no responsibility or obligation to pay any commission to a Broker in connection with transactions contemplated hereby. Instead, Landlord shall fully compensate each Broker pursuant to separate brokerage agreement(s). Each party must indemnify, defend and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorney's fees and court costs) arising out of or from or related to its misrepresentation under, or breach of, this Section. This Section will survive the expiration or earlier termination of the Term.

6. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Existing Lease has not been modified, amended, cancelled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, tenn and power contained in and under the Existing Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein, and in the event of any conflict between the terms and conditions of this Amendment and those of the Existing

Lease, the terns and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant thereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

7. Confession of Judgment restated: Tenant specifically acknowledges and agrees that Section l 7(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THE LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THE LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THE LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN **SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES** IN **MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS** IN **THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.**

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a
Delaware corporation

By: /s/ Clint Wallace
Name: Clint Wallace
Title: Chief Human Resources Officer

8. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant certifies as of the date hereof that to Tenant's actual knowledge without inquiry no event has occurred that, with the passage of time, the giving of notice, or both, would constitute a breach or default under the Lease.

9. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, this Amendment may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument and the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced will be deemed to be their original signature of all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:

BARR HARBOR DRIVE, LLC, a Pennsylvania limited liability company

By: Winterstar Corporation, Manager

By: /s/ Robert J. Nasuti
Robert J. Nasuti, President

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Clint Wallace
Clint Wallace, Chief Human Resources Officer

Exhibit 10.32

Tenant: Madrigal Pharmaceuticals, Inc.

SEVENTH AMENDMENT TO LEASE

This Seventh Amendment to Lease ("Amendment") is made and entered into as of this 2nd day of May 2024, by and between **BARR HARBOR DRIVE, LLC,** a Pennsylvania limited liability company ("Landlord") and **MADRIGAL PHARMACEUTICALS, INC.,** a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to that certain Lease dated January 10, 2019 ("Original Lease"), as amended by that certain (i) First Amendment to Lease dated July 17, 2020, (ii) Second Amendment to Lease dated May 3, 2021, (iii) Third Amendment to Lease dated March 8, 2022, (iv) Fourth Amendment to Lease dated May 30, 2023, (v) Fifth Amendment to Lease dated August 31, 2023 ("Fifth Amendment") and (vii) Sixth Amendment to Lease dated April 16, 2024 (the Original Lease together with the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment and the Sixth Amendment to Lease are the "Existing Lease") for 16,295 rentable square feet of space comprised of 10,416 rentable square feet on the second floor commonly known as Suite 200, 1,816 rentable square feet on the second floor commonly known as Suite 250 and 4,063 rentable square feet on the second floor commonly known as Suite 225 (and reflecting the removal of Suite 100 from the Premises which will occur as of the Suite 100 Removal Date as defined in the Fifth Amendment) (the foregoing suites, collectively, the "Current Premises") located at Four Tower Bridge, 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Existing Lease as amended hereby shall be the "Lease."

B. Pursuant to Section 9 of the Fifth Amendment, Tenant exercised its Second Expansion Option to expand the Premises to include the remaining available Third Floor Space containing 10,834 rentable square feet as shown on Exhibit "A" attached hereto and made a part hereof.

C. Landlord and Tenant wish to amend the Lease in certain other respects, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Existing Lease.

2. Fixed Rent.

(a) On the Second Expansion Delivery Date (as defined in Section 9 of the Fifth Amendment), Tenant shall commence paying Fixed Rent for the 10,834 rentable square feet of the Second Expansion Space.

(b) Tenant covenants and agrees to pay to Landlord all Fixed Rent due under the Lease, without notice, demand, setoff, deduction, or counterclaim.

(c) Fixed Rent for the 10,834 rentable square feet of the Second Expansion Space shall be asfollows:

Time Period	Fixed Rent per rentable square feet	Monthly Fixed Rent	Annual Fixed Rent
Second Expansion Space Delivery Date- November 30,2024	$38.25	$34,533.38	$414,400.50
December 1, 2024 - November 30, 2025	$39.02	$35,228.56	$422,742.68
December 1, 2025 - November 30, 2026	$39.80	$35,932.77	$431,193.20

(d) Fixed Rent for the remainder of the Premises shall be paid in accordance with the Existing Lease.

(e) The Second Expansion Delivery Date shall be confirmed by Landlord and Tenant by the execution of a Confirmation of Lease Term in the form attached hereto as Exhibit "B". If Tenant fails to execute or object to the Confirmation of Lease Term within ten (10) business days of its delivery, Landlord's determination of such date shall be deemed accepted.

3. Tenant's Share. Assuming that the First Expansion Delivery Date and the Suite 100 Removal Date have occurred (both are defined in the Fifth Amendment), Tenant's Share upon the Second Expansion Delivery Date shall be 31.54% (27,129/86,021).

4. Second Tenant Improvements. Tenant agrees to promptly provide all plans and specifications with pricing to Landlord with regard to improvements to be made to the Second Expansion Space so that Approved Plans (with final pricing) may be agreed upon as promptly as reasonably possible (but no later than April 19, 2024), with a Projected Second Expansion Delivery Date of September 1, 2024. Notwithstanding that the Second Expansion Space constitutes the Third Floor Space, Landlord has agreed to perform the Second Tenant Improvements pursuant to the terms of Section 9(a) of the Fifth Amendment. Tenant agrees that it has waived any right to rescind the exercise of the Second Expansion Option pursuant to the Fifth Amendment.

5. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiation or consultations with respect to this transaction with any broker or finder other than: (i) representing Landlord, Newmark, and (ii) representing Tenant, Cushman & Wakefield of Pennsylvania, LLC (each, a "Broker"). Tenant shall have no responsibility or obligation to pay any commission to a Broker in connection with transactions contemplated hereby. Instead, Landlord shall fully compensate each Broker pursuant to separate brokerage agreement(s). Each party must indemnify, defend and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorney's fees and court costs) arising out of or from or related to its misrepresentation under, or breach of, this Section. This Section will survive the expiration or earlier termination of the Term.

6.Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Existing Lease has not been modified, amended, cancelled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and

power contained in and under the Existing Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein, and in the event of any conflict between the terms and conditions of this Amendment and those of the Existing Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant thereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

7. Confession of Judgment restated: Tenant specifically acknowledges and agrees that Section 17(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN **SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING** IN ANY **COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND** IN **SAID SUIT OR** IN **SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THE LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THE LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE** IN **ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THE LEASE.**

(2) WHEN TIDS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN **EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN** IN **OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.**

(3) In **any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.**

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN **SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES** IN **MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.**

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Clint Wallace
Name: Clint Wallace
Title: Chief Human Resources Officer

8. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant certifies as of the date hereof that to Tenant's actual knowledge without inquiry no event has occurred that, with the passage of time, the giving of notice, or both, would constitute a breach or default under the Lease.

9. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, this Amendment may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument and the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced will be deemed to be their original signature of all purposes.

(SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

LANDLORD:

BARR HARBOR DRIVE, LLC, a Pennsylvania limited liability company

By: Winterstar Corporation, Manager

By: /s/ Robert J. Nasuti
Robert J. Nasuti, President

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Clint Wallace
Clint Wallace, Chief Human Resources Officer

EIGHTH AMENDMENT TO LEASE

This Eighth Amendment to Lease ("Amendment") is made and entered into as of the day of August 2024, by and between **BARR HARBOR DRIVE, LLC**, a Pennsylvania limited liability company ("Landlord") and **MADRIGAL PHARMACEUTICALS, INC.**, a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to that certain Lease dated January 10, 2019 ("Original Lease"), as amended by that certain (i) First Amendment to Lease dated July 17, 2020, (ii) Second Amendment to Lease dated May 3, 2021, (iii) Third Amendment to Lease dated March 8, 2022, (iv) Fourth Amendment to Lease dated May 30, 2023, (v) Fifth Amendment to Lease dated August 31, 2023 ("Fifth Amendment"), (vii) Sixth Amendment to Lease dated April 16, 2024 and (viii) Seventh Amendment to Lease dated as of May 2, 2024 (the Original Lease together with the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment, the Sixth Amendment to Lease and the Seventh Amendment to Lease are the "Existing Lease") for 27,129 rentable square feet of space comprised of 10,416 rentable square feet on the second floor commonly known as Suite 200, 1,816 rentable square feet on the second floor commonly known as Suite 250, 4,063 rentable square feet on the second floor commonly known as Suite 225 and 10,834 rentable square feet commonly known as Suite 301 on the third floor of the Building (and reflecting the removal of Suite 100 from the Current Premises which will occur as of the Suite 100 Removal Date as defined in the Fifth Amendment) (the foregoing suites, collectively, the "Current Premises") located at Four Tower Bridge, 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Existing Lease as amended hereby shall be the "Lease."

B. Tenant wishes to expand the Current Premises to include 1,693 rentable square feet located on the second floor of the Building as shown on Exhibit "A" attached hereto and made a part hereof (the "Additional Premises").

C. Landlord and Tenant wish to amend the Lease in certain other respects, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Existing Lease.

2. Fixed Rent.

(a) On the Additional Premises Commencement Date (as hereafter defined), Tenant shall commence paying Fixed Rent for the Additional Premises to Landlord, without notice, demand, setoff, deduction, or counterclaim as follows:

Time Period	Fixed Rent per rentable square feet	Monthly Fixed Rent	Annual Fixed Rent
Additional Premises Commencement	$38.25	$5,396.44	$64,757.25

Date - November 30, 2024			
December 1, 2024 - November 30, 2025	$39.02	$5,505.07	$66,060.86
December 1, 2025 - November 30, 2026	$39.80	$5,615.12	$67,381.40

(b) Fixed Rent for the Current Premises shall be paid in accordance with the Existing Lease.

3. Tenant's Share. Assuming that the First Expansion Delivery Date, the Second Expansion Delivery Date and the Suite 100 Removal Date have occurred (as defined in the Fifth Amendment), Tenant's Share upon the Additional Premises Commencement Date shall be 33.51% (28,822/86,021).

4. Additional Premises Commencement Date. The Term of this Lease for the Additional Premises shall commence on the date which is the earlier of (a) when Tenant, with Landlord's prior consent, assumes possession of the Additional Premises for its Permitted Uses, or (b) upon substantial completion of the Landlord's Work (the "Additional Premises Commencement Date"). The Additional Premises shall be deemed "substantially completed" when the Landlord's Work has been completed to the extent that the Additional Premises may be occupied by Tenant for its Permitted Use, subject only to completion of minor finishing, adjustment of equipment, and other minor construction aspects, and Landlord has procured a temporary or permanent certificate of occupancy permitting the occupancy of the Additional Premises, if required by law (hereafter, "Substantially Completed" or "Substantial Completion"). The Term for the Additional Premises shall expire co-terminously with the Current Premises on November 30, 2026. The Additional Premises Commencement Date shall be confirmed by Landlord and Tenant by the execution of a Confirmation of Lease Term in the form attached hereto as Exhibit "B". If Tenant fails to execute or object to the Confirmation of Lease Term within ten (10) business days of its delivery, Landlord's determination of such date shall be deemed accepted.

5. Landlord's Work. Landlord shall construct, in accordance with Exhibit "C" attached hereto, the Landlord's Work (as therein defined). If Landlord shall actually be delayed in the Substantial Completion of Landlord's Work as a result of (i) any interference with the progress of Landlord's Work by Tenant or its employees, agents or contractors; (ii) Tenant's request for materials, finishes or installations other than Landlord's standard; or (iii) the performance or completion of any work, labor or services by Tenant or anyone employed by Tenant (each, a "Tenant Delay"), then the Additional Premises Commencement Date and the payment of Rent for the Additional Premises shall be accelerated by the number of days of such delay. If any change, revision or supplement to the scope of the Landlord's Work is requested by Tenant and approved by Landlord, then such increased costs associated with such change, revision or supplement shall be paid by Tenant upfront and such change, revision or supplement shall not alter Tenant's obligations under the Lease. Notwithstanding anything to the contrary stated in Section 4 above, the Additional Premises Commencement Date shall be on the date the Additional Premises would have been delivered to Tenant but for Tenant Delay or Tenant's change order. Landlord's Work constitutes an Alteration under Section 9 of the Original Lease. Notwithstanding anything in this Amendment to the contrary, Landlord shall only be responsible for payment of a maximum cost for the Landlord's Work equal to the product calculated by multiplying (A) $25,395.00 and (B) a fraction, the numerator of which is the number of months remaining in the Term from the Additional Premises Commencement Date and the denominator of which is thirty-six (36) (the "Tenant Allowance"). All costs

of the Landlord's Work in excess of the Tenant Allowance shall be borne by Tenant and shall be paid to Landlord upon the execution of this Amendment by Tenant.

6. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiation or consultations with respect to this transaction with any broker or finder other than: (i) representing Landlord, Newmark, and (ii) representing Tenant, Cushman & Wakefield of Pennsylvania, LLC (each, a "Broker"). Tenant shall have no responsibility or obligation to pay any commission to a Broker in connection with transactions contemplated hereby. Instead, Landlord shall fully compensate each Broker pursuant to separate brokerage agreement(s). Each party must indemnify, defend and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorney's fees and court costs) arising out of or from or related to its misrepresentation under, or breach of, this Section. This Section will survive the expiration or earlier termination of the Term.

7. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Existing Lease has not been modified, amended, cancelled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in and under the Existing Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein, and in the event of any conflict between the terms and conditions of this Amendment and those of the Existing Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant thereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

8. Confession of Judgment restated: Tenant specifically acknowledges and agrees that Section 17(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THE LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THE LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THE LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY

EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a
Delaware corporation

By: /s/ Clint Wallace
Name: Clint Wallace
Title: Chief Human Resources Officer

9. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant certifies as of the date hereof that to Tenant's actual knowledge without inquiry no event has occurred that, with the passage of time, the giving of notice, or both, would constitute a breach or default under the Lease.

10. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, this Amendment may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument and the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced will be deemed to be their original signature of all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first- above written.

LANDLORD:

BARR HARBOR DRIVE, LLC, a Pennsylvania limited liability company

By: Winterstar Corporation, Manager

By: /s/ Robert J. Nasuti
Robert J. Nasuti, President

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Clint Wallace

Clint Wallace, Chief Human Resources Officer

NINTH AMENDMENT TO LEASE

This Ninth Amendment to Lease ("Amendment") is made and entered into as of the 15 day of October 2024, by and between **BARR HARBOR DRIVE, LLC**, a Pennsylvania limited liability company ("Landlord") and **MADRIGAL PHARMACEUTICALS, INC.**, a Delaware corporation ("Tenant").

A. Landlord and Tenant are parties to that certain Lease dated January 10, 2019 ("Original Lease"), as amended by that certain (i) First Amendment to Lease dated July 17, 2020, (ii) Second Amendment to Lease dated May 3, 2021, (iii) Third Amendment to Lease dated March 8, 2022, (iv) Fourth Amendment to Lease dated May 30, 2023, (v) Fifth Amendment to Lease dated August 31, 2023 ("Fifth Amendment"), (vii) Sixth Amendment to Lease dated April 16, 2024, (viii) Seventh Amendment to Lease dated as of May 2, 2024 and (ix) Eighth Amendment to Lease dated August 21, 2024 (the Original Lease together with the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment, the Sixth Amendment to Lease, the Seventh Amendment to Lease and the Eighth Amendment to Lease are the "Existing Lease") for 28,822 rentable square feet of space comprised of 10,416 rentable square feet on the second floor commonly known as Suite 200, 1,816 rentable square feet on the second floor commonly known as Suite 250, 4,063 rentable square feet on the second floor commonly known as Suite 225, 1,693 rentable square feet on the second floor also commonly known as Suite 225 and 10,834 rentable square feet commonly known as Suite 301 on the third floor of the Building (and reflecting the removal of Suite 100 from the Current Premises which will occur as of the Suite 100 Removal Date as defined in the Fifth Amendment) (the foregoing suites, collectively, the "Current Premises") located at Four Tower Bridge, 200 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428. The Existing Lease as amended hereby shall be the "Lease."

B. Tenant wishes to expand the Current Premises to include 593 rentable square feet located on the second floor of the Building as shown on Exhibit "A" attached hereto and made a part hereof (the "Additional Premises").

C. Landlord and Tenant wish to amend the Lease in certain other respects, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined in this Amendment have the respective meanings given to them in the Existing Lease.

2. Fixed Rent.

(a) On the Additional Premises Commencement Date (as hereafter defined), Tenant shall commence paying Fixed Rent for the Additional Premises to Landlord, without notice, demand, setoff, deduction, or counterclaim as follows:

Time Period	Fixed Rent per rentable square feet	Monthly Fixed Rent	Annual Fixed Rent
Additional Premises	$38.25	$1,890.19	$22,682.25

Commencement Date - November 30, 2024			
December 1, 2024 - November 30, 2025	$39.02	$1,928.24	$23,138.86
December 1, 2025 - November 30, 2026	$39.80	$1,966.78	$23,601.40

(b) Fixed Rent for the Current Premises shall be paid in accordance with the Existing Lease.

3. Tenant's Share. Assuming that the First Expansion Delivery Date, the Second Expansion Delivery Date and the Suite 100 Removal Date have occurred (as defined in the Fifth Amendment), Tenant's Share upon the Additional Premises Commencement Date shall be 34.20% (29,415/86,021).

4. Additional Premises Commencement Date. The Term of this Lease for the Additional Premises shall commence on the date which is the earlier of (a) when Tenant, with Landlord's prior consent, assumes possession of the Additional Premises for its Permitted Uses, or (b) upon substantial completion of the Landlord's Work (the "Additional Premises Commencement Date"). The Additional Premises shall be deemed "substantially completed" when the Landlord's Work has been completed to the extent that the Additional Premises may be occupied by Tenant for its Permitted Use, subject only to completion of minor finishing, adjustment of equipment, and other minor construction aspects, and Landlord has procured a temporary or permanent certificate of occupancy permitting the occupancy of the Additional Premises, if required by law (hereafter, "Substantially Completed" or "Substantial Completion"). The Term for the Additional Premises shall expire co-terminously with the Current Premises on November 30, 2026. The Additional Premises Commencement Date shall be confirmed by Landlord and Tenant by the execution of a Confirmation of Lease Term in the form attached hereto as Exhibit "B". If Tenant fails to execute or object to the Confirmation of Lease Term within ten (10) business days of its delivery, Landlord's determination of such date shall be deemed accepted.

5. Landlord's Work. Landlord shall construct, in accordance with Exhibit "C" attached hereto, the Landlord's Work (as therein defined). If Landlord shall actually be delayed in the Substantial Completion of Landlord's Work as a result of (i) any interference with the progress of Landlord's Work by Tenant or its employees, agents or contractors; (ii) Tenant's request for materials, finishes or installations other than Landlord's standard; or (iii) the performance or completion of any work, labor or services by Tenant or anyone employed by Tenant (each, a "Tenant Delay"), then the Additional Premises Commencement Date and the payment of Rent for the Additional Premises shall be accelerated by the number of days of such delay. If any change, revision or supplement to the scope of the Landlord's Work is requested by Tenant and approved by Landlord, then such increased costs associated with such change, revision or supplement shall be paid by Tenant upfront and such change, revision or supplement shall not alter Tenant's obligations under the Lease. Notwithstanding anything to the contrary stated in Section 4 above, the Additional Premises Commencement Date shall be on the date the Additional Premises would have been delivered to Tenant but for Tenant Delay or Tenant's change order. Landlord's Work constitutes an Alteration under Section 9 of the Original Lease. Notwithstanding anything in this Amendment to the contrary, Landlord shall only be responsible for payment of a maximum cost for the Landlord's Work equal to the product calculated by multiplying (A) $8,895.00 and (B) a fraction, the numerator of which is the number of months remaining in the Term from the Additional Premises Commencement Date and the denominator of which is thirty-six (36) (the "Tenant Allowance"). All costs

of the Landlord's Work in excess of the Tenant Allowance shall be borne by Tenant and shall be paid to Landlord upon the execution of this Amendment by Tenant.

6. Brokers. Landlord and Tenant each represents and warrants to the other that such representing party has had no dealings, negotiation or consultations with respect to this transaction with any broker or finder other than: (i) representing Landlord, Newmark, and (ii) representing Tenant, Cushman & Wakefield of Pennsylvania, LLC (each, a "Broker"). Tenant shall have no responsibility or obligation to pay any commission to a Broker in connection with transactions contemplated hereby. Instead, Landlord shall fully compensate each Broker pursuant to separate brokerage agreement(s). Each party must indemnify, defend and hold harmless the other from and against any and all liability, cost, and expense (including reasonable attorney's fees and court costs) arising out of or from or related to its misrepresentation under, or breach of, this Section. This Section will survive the expiration or earlier termination of the Term.

7. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Existing Lease has not been modified, amended, cancelled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in and under the Existing Lease continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein, and in the event of any conflict between the terms and conditions of this Amendment and those of the Existing Lease, the terms and conditions of this Amendment control. To the extent permitted by applicable law, Landlord and Tenant thereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other or any matter arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Building, any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

8. Confession of Judgment restated: Tenant specifically acknowledges and agrees that Section 17(k) of the Original Lease concerning Confession of Judgment is hereby restated in full below:

(1) TENANT HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR ANY ACTION SPECIFIED IN SUBPARAGRAPH (j)(2) OF THIS SECTION (AND FOR THE AVOIDANCE OF DOUBT EXCLUDING ACTIONS CONCERNING ANY SUM PAYABLE UNDER SUBPARAGRAPHS (a) THROUGH (h) OF THIS SECTION), AND TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF POSSESSION OF THE PREMISES AND IN SAID SUIT OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES ALL OR ANY PART OF THE RENT SPECIFIED IN THE LEASE AND THEN UNPAID TAKING INTO ACCOUNT LANDLORD'S OBLIGATION TO MITIGATE DAMAGES TO THE EXTENT REQUIRED UNDER THE LEASE AND FOR COSTS TOGETHER WITH REASONABLE ATTORNEY'S FEES. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT OR SUCH OTHER SUMS, CHARGES, PAYMENTS, COSTS AND EXPENSES SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM OR DURING ANY EXTENSION OR RENEWAL OF THE LEASE.

(2) WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON, EITHER

DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

(3) In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant represents to Landlord that it has a gross income of at least $10,000.

TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a
Delaware corporation
By: /s/ Clint Wallace

Name: Clint Wallace
Title: Chief Human Resources Officer

9. Representations. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Tenant certifies as of the date hereof that to Tenant's actual knowledge without inquiry no event has occurred that, with the passage of time, the giving of notice, or both, would constitute a breach or default under the Lease.

10. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, this Amendment may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument and the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced will be deemed to be their original signature of all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first- above written.

LANDLORD:

BARR HARBOR DRIVE, LLC, a Pennsylvania limited liability company

By: Winterstar Corporation, Manager

By: /s/ Robert J. Nasuti
Robert J. Nasuti, President

TENANT:

MADRIGAL PHARMACEUTICALS, INC., a Delaware corporation

By: /s/ Clint Wallace
Clint Wallace, Chief Human Resources Officer

Exhibit 10.35

CERTAIN CONFIDENTIAL INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND REPLACED WITH "[***]" BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

Execution Copy

COMMERCIAL SUPPLY AGREEMENT

This Commercial Supply Agreement (this "**Agreement**") is made effective as of August 21, 2023 (the "**Effective Date**") by and between Madrigal Pharmaceuticals, Inc. a Delaware corporation ("**Madrigal**"), and Gregory Pharmaceutical Holdings, Inc. d/b/a UPM Pharmaceuticals ("**UPM**"). Madrigal and UPM are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Madrigal and UPM entered into a certain Contract #1672-AA (17-0422e) effective July 27, 2017 concerning the manufacture by UPM for Madrigal of Drug Product (defined below) for preclinical purposes and certain clinical trials, as amended by a series of Attachments (collectively, the "**Pre-Commercial Supply Agreement**"), including the certain Attachment 54SOW dated March 24, 2023 concerning GMP Manufacturing and Validation of the Drug Product.

WHEREAS, Madrigal has developed a pharmaceutical Drug Product candidate, and is pursuing the clinical development and commercialization of such pharmaceutical Drug Product candidate for the treatment of non-alcoholic steatohepatitis (NASH).

WHEREAS, the Parties wish to enter into this Agreement to provide for Madrigal to purchase from UPM and for UPM to supply Madrigal with a portion of Madrigal's requirements for the commercial supply of Drug Product for the Product for the U.S.

NOW, THEREFORE, in consideration of the foregoing and the premises and conditions set forth herein, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 "**Affiliate**" means, with respect to a Party, a person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the common control with") has the meaning defined in and interpreted under Rule 12b-2 under the Securities Exchange Act of 1934, as amended, which includes but is not limited to the power, either directly or indirectly through one (1) or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of fifty percent (50%) or more of the voting stock of such entity, by contract or otherwise.

1.2 "**Agreement**" has the meaning set forth in the introductory paragraph.

1.3 "**Applicable Law**" means all applicable statutes, ordinances, regulations, rules, or orders of any kind whatsoever of any Governmental Authority in the U.S., including the FDCA, Prescription Drug Marketing Act, the Generic Drug Enforcement Act of 1992 (21 U.S.C. §335a et seq.), U.S. Patent Act (35 U.S.C. §1 et seq.), Federal Civil False Claims Act (31 U.S.C. §3729 et seq.), and Anti-Kickback Statute

(42 U.S.C. §1320a-7b et seq.), all as amended from time to time, together with any rules, regulations, and compliance guidance promulgated thereunder.

1.4 "**Arbitration**" has the meaning set forth in Section 11.2.

1.5 "**Batch**" means the Drug Product that results from a single run of the Manufacturing process, inclusive of Materials and testing.

1.6 "**Batch Record**" means the complete written record, as described more fully in the Quality Agreement, of the history of a Drug Product Batch and its production and processing, the Certificate of Analysis and any other related controls required by cGMPs.

1.7 "**Batch Size**" means either [***] kilograms or [***] kilograms of Drug Product, comprised of Drug Product tablets in [***] milligram, [***] milligram, and/or [***] milligram strengths, as specified in a Firm Order.

1.8 "**Breaching Party**" has the meaning set forth in Section 10.2.

1.9 "**Business Day**" means a day other than Saturday, Sunday or national holiday in the U.S.

1.10 "**Calendar Quarter**" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31; provided, however, that (a) the first Calendar Quarter of the Term shall extend from the Effective Date to the end of the first complete Calendar Quarter thereafter; and (b) the last Calendar Quarter of the Term shall end upon the expiration or termination of this Agreement.

1.11 "**Calendar Year**" means the twelve-month period ending on December 31; provided, however, that (a) the first Calendar Year of the Term shall begin on the Effective Date and end on December 31, 2023; and (b) the last Calendar Year of the Term shall end on the effective date of expiration or termination of this Agreement.

1.12 "**Certificate of Analysis**" means a certificate in writing for each Batch of Drug Product, that provides full analytical results of the Batch of Drug Product and certifies (a) the conformity of the Batch of Drug Product to the Specifications and (b) that Manufacturing and release records of such Batch of Drug Product were reviewed by UPM and Manufacturing and release of such Batch of Drug Product is in accordance with all applicable cGMP requirements.

1.13 "**Claim**" has the meaning set forth in Section 12.1.

1.14 "**Commercially Reasonable Efforts**" means with respect to the efforts to be expended, or considerations to be undertaken, by a Party with respect to any objective, activity or decision to be undertaken hereunder, reasonable, good faith efforts to accomplish such objective, activity or decision as such Party would normally use to accomplish a similar objective, activity or decision under similar circumstances. The term "Commercially Reasonable" shall have correlative meaning.

1.15 "**Confidential Information**" means all non-public information of any kind whatsoever (including without limitation, data, materials, compilations, formulae, models, patent disclosures, procedures, processes, projections, protocols, results of experimentation and testing, specifications, strategies, techniques and all non-public know-how), and all tangible and intangible embodiments thereof of any kind whatsoever (including without limitation, materials, samples, apparatus, compositions, documents,

drawings, machinery, patent applications, records and reports), which are disclosed by either Party to the other Party including any and all copies, replication or embodiments thereof. Confidential Information shall not include information which: (a) is known to the receiving Party, as evidenced by the receiving Party's prior written records, before receipt thereof under this Agreement; (b) is disclosed to the receiving Party by a Third Party who is under no obligation of confidentiality to the disclosing Party hereunder with respect to such information and who otherwise has a right to make such disclosure; (c) is or becomes generally known in the public domain through no breach of this Agreement by the receiving Party; or (d) is independently developed by the receiving Party, as evidenced by the receiving Party's written records, without access to the Confidential Information of the disclosing Party.

1.16 [Reserved].

1.17 **"Control" or "Controlled"** means, with respect to any information, intellectual property right or Regulatory Documentation, possession by a party of the ability (whether by ownership, license or otherwise) to grant access, rights, title, possession, a license or a sublicense, as applicable, to such intellectual property right without violating the terms of any Third Party agreement, court order, or other arrangement or legal obligation.

1.18 "**Cure Period**" has the meaning set forth in Section 10.2.

1.19 **"Deficiency"** has the meaning set forth in Section 3.7(a).

1.20 "**Delivery**" or "**Deliver**" or "**Delivered**" means UPM's delivery of Drug Product pursuant to a given Firm Order in accordance with the Delivery Terms.

1.21 [Reserved].

1.22 "**Delivery Date**" means the date by which Madrigal shall take Delivery of Drug Product as set forth in a Firm Order.

1.23 "**Delivery Terms**" means, with respect to Drug Product, delivery of such Drug Product EXW UPM's Facility, as that term is defined in *Incoterms 2020, ICC Publishing S.A.*).

1.24 **"Dispute"** has the meaning set forth in Section 11.1.

1.25 "**Drug Product**" or "**Product**" means the final finished dosage form of Madrigal MGL-3196 (resmetirom) product supplied by UPM pursuant to this Agreement containing the Drug Substance.

1.26 "**Drug Substance**" or "**API**" means MGL-3196 (resmetirom), as described in **Schedule 2.11(a)**.

1.27 "**Effective Date**" has the meaning set forth in the introductory paragraph.

1.28 "**Equipment**" means all equipment and machinery used to (or otherwise necessary for), directly or indirectly, Manufacture of Drug Product.

1.29 "**Facility**" means the UPM facility located at 501 Fifth Street, Bristol, TN 37620 (if and only if such facility is approved by applicable Regulatory Authority(es) for the Manufacture of Drug Product).

1.30 "**FDA**" means the U.S. Food and Drug Administration and any successor agency(ies) or authority having substantially the same function.

1.31 "**FDCA**" means the United States Federal Food, Drug and Cosmetic Act of 1938 (21 U.S.C. §301 et seq.) and applicable regulations promulgated thereunder, as amended from time to time.

1.32 "**Firm Order**" means a purchase order for Drug Product issued or required to be issued by Madrigal under this Agreement and confirmed by UPM.

1.33 **"First Commercial Sale"** means the first transfer of the Product by Madrigal or its Affiliates for value in an arms-length transaction to a Third Party distributor, agent or end user in the U.S. after obtaining all Regulatory Approvals necessary for such transfer.

1.34 "**Force Majeure Event**" has the meaning set forth in Section 13.5.

1.35 "**Good Manufacturing Practices**", "**GMP**" or "**cGMP**" means the regulations for Good Manufacturing Practice set forth under Title 21 of the United States Code of Federal Regulations, parts 210 and 211 and applicable guidance published from time-to-time by the FDA.

1.36 "**Governmental Authority**" means any federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, instrumentality, agency, bureau, branch, office, commission, council, court or other tribunal).

1.37 "**Indemnifying Party**" has the meaning set forth in Section 12.3(a).

1.38 "**Indemnitee**" has the meaning set forth in Section 12.3(a).

1.39 "**Latent Defect**" means any Deficiency that is not readily determinable upon a reasonable inspection of the Drug Product (based on physical inspection, identity test and review of the Certificate of Analysis).

1.40 "**Losses**" has the meaning set forth in Section 12.1.

1.41 "**Madrigal**" has the meaning set forth in the introductory paragraph.

1.42 "**Madrigal Indemnitee**" has the meaning set forth in Section 12.2.

1.43 "**Madrigal IP**" means (i) all technology, Madrigal Supplied Materials, know-how, inventions, discoveries, ideas, concepts, trade-secrets, improvements, processes, process improvements, information, Specifications, analytical test methods, CMC documentation, or data, whether patentable or not, which is specifically related to the Drug Product or Product, or arise from the transactions contemplated by this Agreement, and is not generally applicable to the field of pharmaceutical manufacturing, and (ii) any Madrigal intellectual property rights therein.

1.44 "**Madrigal Property**" has the meaning set forth in Section 9.1.

1.45 "**Madrigal Supplied Materials**" has the meaning set forth in Section 2.11(a).

1.46 "**Manufacture**" or "**Manufacturing**" or "**Manufactured**" means, with respect to Drug Product, all operations performed by or on behalf of UPM for the manufacture and supply of Drug Product pursuant to this Agreement, including, as applicable, receipt (including testing) and storage of Materials, production, visual inspection, packaging, labeling, handling, warehousing, quality control testing

(including in-process, release and stability testing), release, as applicable, and shipping of Drug Product, and also including such activities as may be specified in the Master Batch Record for the Drug Product.

1.47 "**Master Batch Record**" means a master production and control record containing a written description of the procedure to be followed for Manufacturing a Batch of Drug Product.

1.48 "**Materials**" means all raw materials, components, and other potential substance-contacting items necessary for, or otherwise used in, the Manufacture of Drug Product pursuant to this Agreement.

1.49 "**Minimum Remaining Shelf-Life**" means, with respect to Drug Product, the minimum percentage of the maximum shelf-life for such Drug Product that is required to be remaining at the time of Delivery of such Drug Product hereunder, which shall in all cases be eighty percent (80%) of the maximum shelf-life for the Drug Product (based upon the shelf-life of the finished product configuration with the shortest shelf-life) set forth in the Regulatory Approval for the Product, subject to Section 8.2(e).

1.50 "**Minimum Time**" has the meaning set forth in Section 3.4.

1.51 "**NDA**" means a New Drug Application (as defined in the FDCA), including all supplements, amendments, variations, extensions and renewals thereof.

1.52 "**Non-Breaching Party**" has the meaning set forth in Section 10.2.

1.53 "**Party(ies)**" has the meaning set forth in the introductory paragraph.

1.54 "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

1.55 "**Pre-Commercial Supply Agreement**" has the meaning set forth in the Recitals.

1.56 "**Quality Agreement**" means that certain quality agreement to be executed by the Parties setting out the roles and responsibilities related to the Manufacturing of Drug Product and containing other customary terms and conditions consistent with this Agreement, a copy of which will be attached as **Attachment B** hereto.

1.57 "**Recall**" has the meaning set forth in Section 6.3.

1.58 "**Records**" means UPM's (or its Affiliate's or Subcontractor's, as applicable) records related to the performance of this Agreement, which shall include Manufacturing documents, Batch Records, test results, reports, and any other cGMP relevant documentation related to the performance of this Agreement.

1.59 "**Regulatory Approval**" means any and all approvals (including supplements, amendments, pre- and post-approvals), licenses, registrations or authorizations of any national, regional, state or local Regulatory Authority, department, bureau, commission, council or other governmental entity, that are necessary for the commercialization of the Product in the U.S.

1.60 "**Regulatory Authority**" means any applicable local or national government regulatory authority involved in granting approvals and/or exercising authority with respect to the Manufacturing of Drug Product or the manufacturing or commercialization of Product in the U.S., including the FDA.

1.61 "**Regulatory Filing(s)**" means all applications, filings, dossiers and the like submitted to a Regulatory Authority in the U.S. for the purpose of obtaining a Regulatory Approval from such Regulatory Authority.

1.62 "**Replenishment Period**" has the meaning set forth in Section 2.6(b).

1.63 "**Rules**" has the meaning set forth in Section 11.2.

1.64 "**Safety Stock**" and "**Safety Stock Materials**" has the meaning set forth in Section 2.6(a).

1.65 "**Shortage**" has the meaning set forth in Section 2.5.

1.66 "**Specifications**" means the specifications for the Drug Product set forth in the NDA approved by the FDA, as such specifications may be modified from time to time in response to actions by the FDA or another Regulatory Authority without the need to amend this Agreement. The current proposed Drug Product specifications are attached at **Attachment A**, which shall be modified promptly upon receipt of NDA approval from FDA to reflect the specifications set forth in the NDA approval without the need to amend this Agreement.

1.67 "**Standard Batch**" has the meaning set forth in **Schedule 7.1**.

1.68 "**Subcontractor**" means any Person that, as a subcontractor or agent of UPM, performs any of the services or functions required to be performed by UPM under this Agreement.

1.69 "**Supply Interruption**" has the meaning set forth in Section 2.5(c).

1.70 "**Supply Price**" has the meaning set forth in Section 7.1.

1.71 "**Surge Capacity**" has the meaning set forth in Section 3.3.

1.72 "**Term**" has the meaning set forth in Section 10.1.

1.73 "**Third Party**" means any Person other than (a) Madrigal, (b) UPM or (c) an Affiliate of either of Madrigal or UPM.

1.74 "**UPM**" has the meaning set forth in the introductory paragraph.

1.75 "**UPM Indemnitee**" has the meaning set forth in Section 12.1.

1.76 "**UPM IP**" means all intellectual property (including trademarks), data, information, reports, manufacturing know-how and any and all related documentation, which are (i) developed, generated or derived, directly or indirectly by or on behalf of UPM prior to the Effective Date or (ii) any manufacturing know-how developed or generated by UPM during the Term that is generally applicable to the field of pharmaceutical manufacturing and not specific to the Drug Product or Product or Madrigal's Confidential Information.

1.77 "**U.S.**" means the United States of America, including its territories and possessions, including the District of Columbia and Puerto Rico.

1.78 "**Validation**" or **"Validating**" or "**Validated**" means documented evidence that provides a high degree of assurance that the Manufacturing process controls are adequate to consistently produce Drug Product, in accordance with cGMPs, and that meets the Specifications.

1.79 "**Violation**" means that either UPM, or any of its officers, directors, employees or Subcontractors has been: (a) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General website, including 42 U.S.C. 1320a-7(a) (https://oig.hhs.gov/exclusions/authorities.asp); (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (https://oig.hhs.gov/exclusions/index.asp) on said website or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (http://www.sam.gov); or (c) listed by any U.S. Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (http://www.fda.gov/ora/compliance_ref/debar/).

1.80 **"Waste"** means any waste material, pollutant, contaminant, toxin, carcinogen, biohazard, radioactive or hazardous gaseous, liquid or solid material of any kind or any other waste that may or could pose a hazard to the environment or human health or safety, including any routine process waste or any by-product, arising from Manufacture of Drug Product, including petroleum, petroleum hydrocarbons, petroleum products or petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls and any other chemicals, materials, substances or wastes in any amount or concentration which are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous materials", "hazardous wastes", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "pollutants", "regulated substances", "solid wastes", or "contaminants" or words of similar import under Applicable Law.

ARTICLE 2
SUPPLY OF DRUG PRODUCT

2.1 **Manufacture and Supply of Drug Product**. Madrigal hereby appoints UPM to Manufacture Drug Product at the Facility subject to the terms and conditions set forth herein. UPM accepts such appointment to Manufacture Drug Product. UPM shall Manufacture and supply to Madrigal (and/or its designee, as applicable), and Madrigal shall purchase from UPM, Drug Product in accordance with the terms of this Agreement.

2.2 **Madrigal Annual Purchase Obligation**. Madrigal shall purchase from UPM pursuant to this Agreement at least the percentage of its annual requirements for the Product for sale in the U.S. in each Calendar Year during the Term following Regulatory Approval of the Product set forth in the table below. For clarity, Madrigal may obtain Drug Product for clinical trial use and for commercial use within the U.S. from one or more Third Parties, provided that Madrigal purchases from UPM the percentage of its annual requirements for Drug Product for sale in the U.S. set forth below.

Amount Ordered in Calendar Year	Allocation to UPM
[***]	[***]
[***]	[***]

[***]	[***]
[***]	[***]
[***]	[***]

Within thirty (30) days of the end of each Calendar Year during the Term, Madrigal shall delver to UPM a written report of the total kilograms of Drug Product ordered by Madrigal from all sources for sale in the U.S., certified by Madrigal's Chief Financial Officer. If Madrigal fails to comply with its annual purchase obligations under this Section 2.2 in any Calendar Year, Madrigal shall immediately pay UPM the full Batch Price for all Batches that Madrigal should have purchased from UPM pursuant to the allocation provisions above.

2.3 UPM Supply Obligation.

(a) UPM shall Manufacture all agreed quantities of Drug Product per full Calendar Year and supply such Drug Product to Madrigal pursuant to Firm Orders submitted from time to time by Madrigal in accordance with Section 3.2. Except as otherwise expressly provided herein (with respect to cost and expense), UPM shall be solely responsible, at its sole cost and expense, for performance of all Manufacturing and agrees to provide all labor and expertise necessary for the performance of the Manufacturing of Drug Product as well as all facilities, Equipment, machinery and Materials (other than Madrigal Supplied Materials) necessary to Manufacture the Drug Product for the U.S. market.

(b) For clarity, the Supply Price payable by Madrigal under this Agreement is the only payment by Madrigal that is due UPM for activities to be performed by UPM under this Agreement, including quality control, quality assurance, oversight and release activities, Materials costs (including release testing of same) other than the cost of Madrigal Supplied Materials, handling fees, project management activities (including coordinating and hosting weekly project team calls, issuing call minutes, and tracking action items), and external testing costs (but only for tests sourced and required by UPM for UPM's release of Drug Product), the provision of all documentation and raw data associated with these activities, and, with respect to commercial Batches, performance of annual product reviews as required by 21 CFR Part 211.180(e) and performance of investigations by UPM necessary to resolve any nonconformances, excursions, and/or complaints.

(c) UPM shall separately charge Madrigal for (i) [***]; and (ii) [***].

2.4 Exclusivity. During the Term, and subject to Madrigal's annual compliance with its purchase obligations set forth in Section 2.2, and for a period of two (2) years following termination or expiration of this Agreement, UPM shall Manufacture and supply the Drug Product exclusively for Madrigal and shall not Manufacture or supply the Drug Product for any Third Party.

2.5 Shortage; Supply Interruption.

(a) If a Shortage arises or UPM becomes aware of an anticipated Shortage, UPM shall notify Madrigal in writing within five (5) Business Days, setting forth the underlying reasons for such Shortage (e.g., available quantities of Materials, Manufacturing capacity or other resources needed in the Manufacture of Drug Product), proposed remedial measures, and the date such Shortage is expected to end. UPM shall use Commercially Reasonable Efforts to

end the Shortage at its sole cost, to the extent that such Shortage was within UPM's control. "**Shortage**" means an actual or anticipated shortage of Drug Product (based upon the amount ordered in the corresponding Firm Order and based upon the Delivery Date set forth in the corresponding Firm Order) or other failure to Deliver such Drug Product in accordance with this Agreement (based upon the amount ordered in the corresponding Firm Order and based upon the Delivery Date set forth in the corresponding Firm Order), including as a result of a shortage of Materials required for Manufacturing such Drug Product or a shortage of capacity to Manufacture such Drug Product, or as a result of the Delivery of Drug Product that does not comply with the terms of this Agreement (including any non-compliance with the representations, warranties or quality requirements set forth in this Agreement), or as a result of Delivery of Drug Product that is delayed beyond the required Delivery Date set forth in the corresponding Firm Order, provided that such delay beyond the Delivery Date was determined to be within UPM's control. For the avoidance of doubt, shortages, delays or failures caused by Madrigal's failure to timely supply sufficient quantities of Madrigal Supplied Materials do not constitute Shortages and shall be subject to and resolved in accordance with Section 2.11(f).

(b) If UPM is unable, or reasonably anticipates that it will be unable, to supply any Drug Product subject to a Firm Order submitted by Madrigal within two (2) months after its initial failure to supply measured from the relevant Delivery Date (and in the amount specified in Section 3.4) or the expiration of the Replenishment Period (as defined in Section 2.6(b)), as applicable), then UPM shall consult with Madrigal and the Parties shall work together to remedy the Shortage at UPM's expense.

(c) If UPM is unable, or reasonably anticipates that it will be unable, to remedy the Shortage after an aggregate period of four (4) months (or longer as agreed in writing by mutual agreement of the Parties), commencing with the date upon which such failure to supply began (as specified in Section 2.5(b)) (a "**Supply Interruption**"), UPM shall promptly confer with Madrigal. In the event of a Supply Interruption, Madrigal shall have the right to: **(i)** modify any then outstanding Firm Order (to the extent that UPM cannot Deliver the Drug Product that is subject to such Firm Order by the Delivery Date set forth in such Firm Order) and Madrigal shall have no obligation to UPM for the Drug Product that is subject to such modification; and/or **(ii)** have such amount of Drug Product manufactured by a Third Party supplier rather than by UPM. For the avoidance of doubt, it is understood and agreed that a Supply Interruption does not relieve Madrigal of its obligations under Section 2.2 with respect to the purchase of Drug Product from UPM in the event and to the extent that UPM is able to supply Madrigal with Drug Product during such Supply Interruption, provided that during such Supply Interruption, Madrigal's obligation under Section 2.2 is limited to the quantity of Drug Product that UPM can Manufacture and Deliver in accordance with the terms of this Agreement. During a Supply Interruption, the Parties shall confer regarding the amount of Drug Product that UPM is able to supply Madrigal pursuant to a proposed Firm Order prior to the date that Madrigal places any new Firm Order, and Madrigal shall adjust the quantity of Drug Product in the Firm Order(s) it places during such Supply Shortage accordingly. For the avoidance of doubt, Madrigal shall not be in breach of its obligations under Section 2.2 with respect to any such Firm Order modified pursuant to this Section 2.5(c) adjustment procedure. Madrigal may continue to use a Third Party supplier to supply Drug Product that UPM cannot supply until UPM notifies Madrigal that it is again able to supply at least [***] of Madrigal's requirements for Drug Product and substantiates such claim to Madrigal's reasonable satisfaction. Upon such a showing, Madrigal shall commence

purchasing from UPM at least the applicable percentage portion of Madrigal's requirements for Drug Product for which Madrigal substantiates its ability to supply, provided that: (1) Madrigal shall not be required to cancel any then outstanding purchase orders with the Third Party supplier to the extent such orders have been accepted by such Third Party supplier and are binding obligations of Madrigal and (2) UPM shall have paid all cancellation costs incurred by Madrigal in switching its purchases from such Third Party supplier to UPM. Madrigal shall use Commercially Reasonable Efforts to avoid significant cancellation fees in any contracts it enters with any Third Party supplier. Madrigal shall not order Drug Product from a Third-Party supplier for delivery more than nine (9) months following the date of such order and/or in amounts in excess of Madrigal's forecast provided to UPM for the period during which the Supply Interruption is occurring (as well as an amount equal to the applicable Surge Capacity).

(d) For the avoidance of doubt, it is understood and agreed that this Section 2.5 only applies to Firm Orders that have been accepted by UPM in accordance with Section 3.4.

2.6 Materials Safety Stock.

(a) UPM shall within nine (9) months of its receipt from Madrigal of Madrigal's forecast for the first Calendar Quarter of 2024 have a safety stock of each of the Materials set forth on **Schedule 2.6** ("**Safety Stock Materials**") in a quantity that is sufficient to Manufacture the quantity of Drug Product equal to the first two (2) Calendar Quarters of Madrigal's then most recent forecast, and thereafter throughout the Term UPM shall maintain a safety stock of such Safety Stock Materials in a quantity that is equal to the quantity of Safety Stock Materials required to Manufacture the quantity of Drug Product equal to the first two (2) Calendar Quarters of Madrigal's then most recent forecast (the "**Safety Stock**"). UPM will use Safety Stock to supply Drug Product ordered by Madrigal, and will maintain the appropriate level of Safety Stock by promptly replenishing that quantity of Safety Stock Materials used in such supply in accordance with Section 2.6(b). If Madrigal has failed, for a period of two (2) consecutive Calendar Quarters to purchase a quantity of Drug Product equal to or greater than the two (2) previous Calendar Quarters, then UPM may reduce the Safety Stock to a level reflecting the reduction in actual purchases by Madrigal for such two (2) Calendar Quarter period. Unless mutually agreed to otherwise, UPM will manage Safety Stock on a "First In, First Out" basis to fulfil Madrigal purchase orders for Drug Product on a routine basis. Madrigal shall have the right to adjust Safety Stock levels from time to time. Notwithstanding the foregoing, if Safety Stock Materials become obsolete due to Madrigal's failure to order Drug Product, Madrigal shall reimburse UPM for the cost of such obsolete Safety Stock Materials, including but not limited to any related shipping or destruction costs.

(b) UPM shall replenish its Safety Stock of each of the Safety Stock Materials within ninety (90) days of use pursuant to Section 2.6(a) (the "**Replenishment Period**"). UPM shall within ten (10) days of the end of the Replenishment Period notify Madrigal in writing of its inability to replenish the Safety Stock.

2.7 Qualification and Validation of UPM Facility. UPM, at its cost, shall be responsible for qualifying and Validating the Equipment as appropriate (including conducting installation, operational and performance qualification) per UPM's standard operating procedures. The strategy for manufacturing/production and packaging Validation shall be defined by Madrigal and executed by UPM at the UPM Facility in accordance with the Applicable Law (including cGMPs) and UPM's SOPs. If any

Regulatory Authority finds the Validation procedures to be unacceptable, then all Validation must be repeated, at UPM's sole cost, to meet the criteria given in the regulatory requirements and guidelines and to receive all Regulatory Authority approvals; provided that if the Regulatory Authority finding that the Validation procedures are unacceptable results solely from Madrigal Regulatory Filings and is specific to the Drug Product and not applicable generally to products Manufactured at the Facility then such repeated Validation procedures cost shall be borne by Madrigal.

2.8 Person in Facility. Madrigal may have a mutually agreed to number of representatives present during mutually agreed stages of the Manufacturing of Drug Product for the purposes of observing and documenting Manufacturing of the Drug Product. During such time, such representatives shall have access to those portions of the Facility where Drug Product is Manufactured and full visibility and transparency to the activities being undertaken with respect to the Manufacture of Drug Product. Any Madrigal representatives who are present at the Facility shall comply with UPM's site regulations and rules and shall conduct themselves in a manner that minimizes disruptions of operations at the Facility or distractions to personnel performing such operations. Madrigal shall not be obligated to pay for such visits. For clarity, the Person(s) so appointed by Madrigal shall remain an employee(s)/representatives of Madrigal and there shall not be created any form of employer/employee relationship with UPM.

2.9 Samples. Upon Madrigal's request, UPM will provide to Madrigal, at no additional cost, samples of Drug Product from a Madrigal-specified Batch in quantities and sizes reasonably requested by Madrigal, as is set forth in **Schedule 2.9**, for inspection, testing and analysis. UPM will ship such samples, at Madrigal's cost, as requested by Madrigal to a Madrigal designated address.

2.10 Materials. With the exception of the Madrigal Supplied Materials referred to in Section 2.12, UPM shall be responsible for procuring all Materials, in adequate quantities to Manufacture Drug Product. UPM shall purchase adequate quantities of such Materials and shall be responsible for negotiating the price for such Materials. For clarity, the Supply Price takes into account the costs of such Materials.

2.11 Madrigal Supplied Materials.

(a) Madrigal shall supply (or have supplied) to UPM, at Madrigal's cost, those quantities of the Material set forth on **Schedule 2.11** (the "**Madrigal Supplied Materials**") that Madrigal determines are reasonably necessary for UPM to Manufacture the quantities of Drug Product that are ordered. Such Madrigal Supplied Materials shall be delivered by or on behalf of Madrigal to the Facility accompanied by a certificate of analysis. Notwithstanding the delivery of the Madrigal Supplied Materials to UPM, as between the Parties, such Madrigal Supplied Materials shall at all times remain the property of Madrigal.

(b) Upon receipt of the Madrigal Supplied Materials, UPM shall perform testing as agreed in the Quality Agreement to confirm that such Madrigal Supplied Materials are not defective, and UPM shall immediately notify Madrigal in writing of any obvious defects in the Madrigal Supplied Materials.

(c) All Madrigal Supplied Materials supplied to UPM shall be handled, stored and maintained by UPM in accordance with Applicable Law (including cGMPs) and in a separate, secured storage area and clearly marked and identified by UPM as the property of Madrigal. UPM shall not allow any pledge, lien, restriction, claim, charge, security interest and/or other encumbrance to be placed on the Madrigal Supplied Materials. Unless otherwise consented

to by Madrigal in writing, UPM shall not obtain any Madrigal Supplied Materials from any other source.

(d) Unless otherwise consented to by Madrigal in writing, UPM shall use the Madrigal Supplied Materials solely and exclusively to Manufacture Drug Product for Madrigal in accordance with this Agreement and for no other purpose. UPM shall withdraw the Madrigal Supplied Materials from storage for the performance of the Manufacturing activities under this Agreement and generally respecting the procedure of first expiry/first out. At the request and direction of Madrigal from time to time, UPM shall return to Madrigal all or any portion (as requested by Madrigal) of unused inventory of Madrigal Supplied Materials at Madrigal's cost for the shipping of such Madrigal Supplied Materials to Madrigal or its designee. Such return shall be made EXW the UPM Facility.

(e) UPM shall without undue delay notify Madrigal in writing whenever the inventories of Madrigal Supplied Materials supplied by or on behalf of Madrigal become insufficient to Manufacture Drug Product to meet the Delivery Dates specified in the applicable Firm Orders placed by Madrigal under this Agreement. In addition, UPM shall provide Madrigal with detailed usage reports of the Madrigal Supplied Material for each production lot which shall be provided in writing immediately after the applicable Batch is produced.

(f) Madrigal shall without undue delay notify UPM in writing whenever it is unable to supply sufficient quantities of Madrigal Supplied Materials. If there is a shortage of Madrigal Supplied Materials, Madrigal shall supply or cause available Madrigal Supplied Materials to be supplied to UPM with priority for Product to be sold in the U.S., having reference to Madrigal's purchase obligations in respect of Drug Product under Section 2.2. In the event that Madrigal is unable to supply sufficient quantities of Madrigal Supplied Materials, then Madrigal shall not be deemed to be in breach of this Agreement, and the sole and exclusive remedy of UPM shall be that UPM be relieved of its obligations to Manufacture and timely deliver those quantities of the Drug Product ordered by Madrigal under this Agreement that UPM is unable to Manufacture as a direct result of the failure of Madrigal to supply such quantities of Madrigal Supplied Materials, until such time as sufficient quantities of Madrigal Supplied Materials are supplied by or on behalf of Madrigal (provided, that, for clarity, UPM shall still be obligated to Manufacture and supply any and all quantities of the Drug Product ordered by Madrigal hereunder which can be Manufactured based on the quantities of Madrigal Supplied Materials which have been provided). Madrigal agrees that it shall pay for any reasonable direct costs (direct labor and overhead costs) incurred related to Manufacturing capacity that, as a direct result of Madrigal's failure to supply necessary Madrigal Supplied Materials, could have been utilized for other purposes, provided UPM utilizes Commercially Reasonable Efforts to utilize the manufacturing capacity that is not utilized by Madrigal for other purposes.

(g) Madrigal shall provide to UPM material safety data sheets relating to the Madrigal Supplied Materials, and other similar information known to Madrigal relating to handling, safety and environmental precautions with respect to the Madrigal Supplied Materials, in each case, to the extent in Madrigal's possession. It is the sole responsibility of the UPM to communicate such information to its employees, agents, and representatives engaged in Manufacturing of Product.

2.12 **Storage**. UPM shall, in accordance with the Applicable Law (including cGMPs), and Drug Product Specifications, maintain adequate storage accommodations for all of the Materials, Drug Product and any other materials or products reasonably requested by Madrigal. UPM shall notify Madrigal immediately whenever the inventories of Materials become insufficient to Manufacture the Drug Product to meet the Delivery Date(s).

2.13 **Waste**. UPM shall be solely responsible for maintaining safety procedures in connection with the Manufacture of Drug Product and for the generation, treatment, storage and/or disposal of Waste relating thereto, all of which shall comply with Applicable Law, including all applicable environmental and occupational safety and health requirements in the jurisdiction of the Facility.

2.14 **Subcontracting**. UPM shall not subcontract any of its obligations under this Agreement without the prior written consent of Madrigal, with the exception of certain post manufacturing analytical testing, which may be subcontracted to various qualified testing facilities audited and approved by UPM and listed in the Quality Agreement. With respect to any subcontracting, UPM shall remain fully responsible and liable for all obligations under this Agreement, and fully guarantees and warrants the performance (in accordance with this Agreement) of any responsibilities so subcontracted, and assumes full vicarious liability for such activities performed by any Subcontractor.

ARTICLE 3
ORDERS; DELIVERY

3.1 **Forecasts**.

(a) Madrigal's initial non-binding forecast setting forth its anticipated need for Drug Product during the first five (5) years following the Effective Date is set forth on **Schedule 3.1**. Not later than thirty (30) days prior to the commencement of the first full Calendar Quarter in 2024, Madrigal shall provide UPM on a Calendar Quarterly basis, with a twelve (12) month rolling forecast, the first three (3) months of each such forecast will be binding on Madrigal and the remaining nine (9) months of each such forecast shall be non-binding, provided that UPM may rely upon such non-binding portion of the forecast for purposes of purchasing Materials that have lead times in excess of ninety (90) days.

(b) UPM shall communicate regularly with Madrigal during the Term regarding UPM's ability to meet Madrigal's Drug Product forecast requirements and Safety Stock requirements and will promptly advise Madrigal in writing of any anticipated inability to meet such forecasts, explaining the nature, impact and estimated duration of such inability. UPM represents and warrants that it has or will have the capacity to Manufacture annually at least one hundred twenty-five percent (125%) of the kilograms of Drug Product set forth on **Schedule 3.1** by the applicable year set forth on **Schedule 3.1**.

(c) For the avoidance of doubt, it is understood that each forecast that Madrigal provides UPM pursuant to Section 3.1(a) shall be based upon Madrigal's good faith belief of its anticipated need for Drug Product during each month of the period covered by such forecast. In the event and to the extent that UPM informs Madrigal pursuant to Section 3.1(b) that anticipates an inability to meet any portion of a Drug Product forecast, the Parties shall confer in good faith with respect to actions that may be taken address such inability (e.g., adjusting the timing for placing a Firm Order for such portion of the forecast) and the forecast will be revised accordingly.

(d) If the Parties are unable to resolve the anticipated inability to supply Drug Product in a mutually acceptable manner by adjusting the forecast, then with respect to the portion of the Drug Product forecast that UPM anticipates it will be unable to supply Madrigal, the Parties shall confer regarding the amount of Drug Product that UPM is able to supply Madrigal pursuant to a proposed Firm Order prior to the date that Madrigal places a Firm Order and Madrigal shall adjust the quantity of Drug Product in the Firm Order(s) it places accordingly and may purchase the quantity of Drug Product that UPM is not able to supply from a Third Party (or manufacture such Drug Product itself) without being in violation of its obligations under Section 2.2; provided that Madrigal's relief from the purchase obligation under Section 2.2 shall only apply to the quantity of Drug Product that UPM has indicated it is not able to supply in the event and to the extent that Madrigal places orders for such quantity of Drug Product with a Third Party and takes delivery from such Third Party.

3.2 Firm Orders. Madrigal shall place Firm Orders for Drug Product in accordance with the binding portion of its forecast for the relevant period at least ninety (90) days before the requested Delivery Date. The Firm Orders will contain the Batch Size, the dosage strength(s) of the tablets that are to be Manufactured as part of such Batch, and requested Delivery Date (month) for each commercial Batch of the Drug Product, and shall only be made for full Batch Size quantities (i.e., [***], comprised of Drug Product tablets in [***] milligram, [***] milligram, and/or [***] milligram strengths, as specified in a Firm Order) unless otherwise agreed by the Parties. Firm Orders will be made on such form of purchase order or document as Madrigal may specify from time to time in writing; provided that the terms and conditions of this Agreement shall be controlling over any terms and conditions included in any Firm Order. Any term or condition of such Firm Order that is different from or contrary to the terms and conditions of this Agreement shall be void, unless otherwise agreed between the Parties in writing as specifically amending the terms of this Agreement. Once issued by Madrigal and confirmed by UPM, a Firm Order cannot be changed without the written consent of Madrigal and UPM.

3.3 Surge Capacity. UPM shall maintain the ability to increase the quantity of Drug Product Manufactured such that it would be able to, within the delivery period under any applicable Firm Order, Manufacture a quantity of Drug Product that is the subject of the first Calendar Quarter of the then most recent forecast delivered pursuant to Section 3.1 plus twenty percent (20%) (such additional capacity, the *"***Surge Capacity***"*).

3.4 Acceptance of Firm Orders. UPM will acknowledge acceptance of all Firm Orders within ten (10) Business Days following receipt. UPM will accept all Firm Orders to the extent that the Firm Order requires Delivery not fewer than ninety (90) days following the date on which UPM receives the Firm Order (the "**Minimum Time**") and the quantity of Drug Product to be delivered does not exceed the most recent Forecast plus the applicable Surge Capacity. To the extent the Firm Order requests delivery of Drug Product in excess of the most recent Forecast plus the applicable Surge Capacity or prior to the Minimum Time, those terms are subject to the express approval of UPM; provided that UPM may accept such Firm Order for a quantity of Drug Product that exceeds the most recent Forecast plus the applicable Surge Capacity with the understanding that while it will use Commercially Reasonable Efforts to supply such excess quantity, it shall not be liable for its failure to supply such excess quantity. UPM shall Deliver Drug Product only against specific Firm Orders.

3.5 Release of Drug Product. After UPM completes Manufacture of Drug Product, UPM shall notify Madrigal in writing that the Drug Product is ready for shipment and provide Madrigal the completed Manufacturing and bulk packaging Batch Record(s), testing documentation, Certificate of Analysis, Certificate of Compliance, and cGMP Certification along with a packing list including Drug

Product description, lot number, lot expiration date, and quantity available for shipment. Additional documentation may be included as detailed in the Quality Agreement. Madrigal shall have ten (10) days from its receipt of the Drug Product release documentation for each Firm Order set forth in this Section 3.5 to review and raise concerns of non-compliance to cGMP or the Specifications.

3.6 Delivery. UPM shall Deliver or arrange for Delivery of each Firm Order of Drug Product in accordance with the Delivery Terms, within fourteen (14) days following delivery of the applicable release documentation to Madrigal, but not later than the applicable Delivery Date unless otherwise agreed by the Parties in writing. Each Delivery of Drug Product shall be accompanied by a packing slip and UPM's Certificate of Analysis for such Drug Product. UPM shall not Deliver Drug Product unless and until such Drug Product has been quality released by UPM. In the event that Madrigal fails to take delivery of the Drug Product on the Delivery Date, UPM may transfer the Drug Product to storage, and UPM shall invoice the Firm Order transferred to storage within fourteen (14) days of Madrigal's receipt of the Batch documentation in accordance with Section 3.5. Quantities of Drug Product actually shipped by UPM may vary from the quantities in any Firm Order by up to ten (10%) percent and still be deemed to be in compliance with such Firm Order.

3.7 Acceptance; Rejection.

(a) Madrigal (or its agent) shall inspect at Madrigal's discretion (based minimally on physical inspection and review of the Certificate of Analysis provided by UPM pursuant to Section 3.5) the Drug Product following Delivery for any Deficiency. If Madrigal claims that a shipment of Drug Product did not, at the time of Delivery, meet the representations, and warranties specified in Section 8.2 (a **"Deficiency"**), Madrigal shall notify UPM based on the foregoing inspection within thirty (30) days after receipt of such Drug Product at Madrigal's (or its designee's) site, which notice shall provide the quantities affected, the basis for the claim and other information reasonably necessary for UPM to assess the claim. If Madrigal fails to notify UPM in writing of a claimed Deficiency within thirty (30) days after receipt of the Drug Product, such Drug Product will be deemed to have been accepted by Madrigal, subject to Section 3.7(d).

(b) If there is no dispute between the Parties relating to the existence of the Deficiency, UPM may, at Madrigal's election and UPM's agreement, reprocess or rework the rejected Drug Product supplied by UPM that does not conform to the Drug Product representations and warranties set forth in Section 8.2. If reprocessing or reworking is not otherwise feasible, UPM shall, as Madrigal's sole and exclusive remedy for such Deficiency, either promptly (i) replace such nonconforming Drug Product in a timely manner at no additional cost, or (ii) credit Madrigal's account for or refund the price invoiced for such nonconforming Drug Product. UPM shall not be responsible for the replacement cost of the API used in the Manufacture of replacement Drug Product.

(c) If Madrigal and UPM are unable to agree as to whether such Drug Product contains a Deficiency, the Parties shall cooperate to have the Drug Product in dispute analyzed by an independent testing laboratory of recognized repute selected by Madrigal and approved by UPM, which approval shall not be unreasonably withheld. The results of such laboratory testing shall be final and binding on the Parties on the issue of whether such Drug Product contains a Deficiency. Such testing shall be for the determination of financial liability only and shall not determine releasability of Drug Product. If the Drug Product is determined to not contain a Deficiency, then Madrigal shall bear the cost of the independent laboratory

testing and pay the Supply Price with respect to the previously rejected Drug Product and any replacement Drug Product Manufactured at its request to replace such previously rejected Drug Product in accordance with this Agreement. If the Drug Product is determined to contain a Deficiency, then UPM shall bear the cost of laboratory testing, and UPM shall, at Madrigal's election and as Madrigal's sole and exclusive remedy for such Deficiency, either replace the rejected Drug Product, at no cost to Madrigal, or refund to Madrigal the Supply Price paid for such Drug Product plus any applicable delivery charge. UPM shall not be responsible for the replacement cost of the API used in the Manufacture of replacement Drug Product.

(d) Nothing in this Section 3.7 shall limit the rights of Madrigal to seek damages or otherwise exercise its rights to remedies after acceptance of Drug Product that fails to conform to the Drug Product representations and warranties set forth in Section 8.2 if the Deficiency is a Latent Defect, provided that Madrigal provides UPM with notice of such Latent Defect promptly after discovery thereof and prior to the stated expiration date of such Drug Product, and provided further that UPM shall not be responsible for the replacement cost of the API used in the Manufacture of any replacement Drug Product.

(e) Madrigal retains the right to determine the disposition of any and all Drug Product Manufactured under this Agreement; provided, however, that UPM shall have the right to offer for sale to Madrigal any excess or nonconforming Drug Product Manufactured hereunder; provided, further, however, that any such excess or nonconforming Drug Product not offered to Madrigal or not purchased by Madrigal shall be promptly and properly destroyed by UPM.

3.8 Transfer of Title. Title to Drug Product supplied hereunder shall pass to Madrigal contemporaneously with the transfer of risk of loss, as established by the Delivery Terms or when Drug Product is transferred to storage.

3.9 Packaging. All Drug Product supplied hereunder shall be packaged in accordance with the Drug Product Specifications and the Quality Agreement, and UPM shall ensure that such packaging is otherwise in accordance with Applicable Law (including cGMPs). Without limiting the foregoing, all Drug Product supplied hereunder shall also be labeled with a traceable batch number and the date of Manufacture.

3.10 Handling and Storage; Storage following Acceptance. Prior to Delivery of Drug Product to Madrigal, UPM shall handle and store all Drug Product (including all Materials used in the Manufacture of such Drug Product) in accordance with UPM's SOPs and Applicable Law (including cGMPs, if and to the extent applicable), as well as the Drug Product Specifications. Any storage of Drug Product beyond three months will be covered by a separate Storage Agreement.

ARTICLE 4
QBR; CHANGE MANAGEMENT; CIP

4.1 Quarterly Business Review Meetings. The Parties shall conduct a Quarterly Business Review meeting on a Calendar Quarter basis during the Term to exchange information to enable the Parties to review and discuss topics of interest, including but not limited to the following issues:(i) general business update; (ii) Quality performance and any open corrective actions; (iii) Delivery performance and any open

corrective actions; (iv) Forecast and capacity review, including the acquisition of Materials; and (v) other existing and planned projects.

4.2 Changes and Change Control.

(a) All changes requiring Madrigal prior written consent shall be handled in accordance with the obligations set forth in the Quality Agreement.

(b) Notwithstanding anything herein to the contrary or in the Quality Agreement, except as otherwise agreed to by Madrigal in writing or as may be required to comply with the Applicable Law (including cGMPs), UPM shall not amend, change, or supplement any of the following without Madrigal's prior written consent: (1) the Drug Product Specifications; (2) the Materials; (3) the specifications for Materials that have regulatory impact (e.g., specification is listed in the Regulatory Filing(s)) or the potential for quality impact on the Drug Product; (4) the source of Materials that have regulatory impact (e.g., supplier is listed in the Regulatory Filing(s)) or the potential for quality impact on the Drug Product; (5) the equipment and machinery, other than in-kind replacements, used in the Manufacture of Drug Product that have a direct impact on the quality of the Drug Product; (6) the test methods used in connection with the Manufacture of Drug Product that have regulatory impact (e.g., method is listed in the Regulatory Filing(s)) or the potential for quality impact on the Drug Product; or (7) the process for Manufacturing Drug Product or Materials.

(c) Any change in any of the foregoing shall, in each instance, comply with the Applicable Law (including cGMPs) and shall be made in accordance with the Quality Agreement. In the event that UPM is required to change any of the foregoing in order to comply with Applicable Law (including cGMPs) or such change is otherwise agreed to by Madrigal in writing, UPM shall: (x) immediately notify Madrigal of such change and use Commercially Reasonable Efforts to implement such change as soon as reasonably practicable; (y) be responsible, at UPM's expense, for ensuring that all Drug Product Manufactured following such change meets the Drug Product Specifications and the Drug Product quality and yields achieved during the Validation Batches; and (z) provide Madrigal with all information with respect to the Manufacture of the Drug Product in connection with such change needed to amend any regulatory filings (including NDAs) maintained with respect to the subject Drug Product. To the extent permitted by Applicable Law, UPM shall continue to supply Madrigal with Drug Product approved under any Madrigal's existing regulatory filings (including NDAs), as applicable, for the subject Drug Product until such time as the Drug Product Manufactured following such change is permitted under the amended regulatory filings therefor. In the event that UPM intends to change any of the foregoing, Madrigal shall work in a timely fashion to provide any required response to UPM.

(d) Prior to implementing any such change, the Parties shall agree on the reasonable costs thereof; provided that UPM shall use Commercially Reasonable Efforts to mitigate the costs thereof. Notwithstanding the foregoing, (i) if the change is required by Applicable Law and such required change benefits the Manufacture of the Drug Product, as well as the manufacture of other products by UPM at the Facility, then Madrigal shall be responsible for reimbursing UPM for a proportionate share of the costs (based on the relative benefits to the Drug Product and the benefits to other UPM products taking into account the remaining duration of the Term), and in the event that the Parties disagree as to such costs or such proportionate share, the matter shall be resolved in accordance with Section 11.1 (and in making its determination the Parties shall take into account the remaining duration of the

Term), (ii) if the change is required for the Product and is not required for other products manufactured at the Facility, then Madrigal shall be responsible for reimbursing UPM for all costs of such change, and (iii) in all other cases, UPM shall bear all costs of such change.

4.3 Discretionary Changes. In the event that either Party desires to propose discretionary changes (i.e., changes which are not required by cGMPs or other Applicable Law) during the Term to the Drug Product Specifications or to the Manufacturing process (in each case, which discretionary changes would otherwise require consent as set forth in Section 4.2(a)), the Parties shall discuss such discretionary changes and any Manufacturing issues identified by either Party in connection with implementing such change. In all cases, such discretionary changes shall be made in accordance with any change control procedures in the Quality Agreement to the extent applicable. The provisions of Sections 4.2(b) and 4.2(c) shall apply with respect to implementing any such discretionary change. Notwithstanding the foregoing, in all cases, the Drug Product Specifications may be amended or supplemented from time to time by Madrigal upon written notice to UPM in accordance with any change control procedures in the Quality Agreement. Unless otherwise agreed, all costs associated with Madrigal requested discretionary changes shall be the responsibility of Madrigal, and the Supply Price shall be adjusted to reflect changes in UPM's actual cost to manufacture the Drug Product caused by such discretionary changes.

4.4 Manufacturing at Facility. UPM shall Manufacture all Drug Product supplied hereunder at the Facility. Manufacturing of Drug Product may not be relocated from the Facility without Madrigal's prior written consent (in its sole discretion). Any such relocation of the Manufacturing of Drug Product shall comply with the Applicable Law (including cGMPs) and shall be made in accordance with Sections 4.2(b) and 4.2(c), and the Quality Agreement, to the extent applicable. Without limiting the foregoing, in the event that UPM desires to relocate the Manufacturing of Drug Product, the Parties shall discuss any amendments to this Agreement as reasonably requested by Madrigal or UPM (as the case may be), including but not limited to (i) the Delivery Terms, (ii) provisions related to transfer of title, in each case, to take into account the relocation of such activities, and (iii) the procedures to be followed to secure any Regulatory Approvals required by in connection with such relocation. UPM shall be responsible for the costs of any relocation and any Drug Product cost increase in connection with such relocation.

4.5 Reserved.

ARTICLE 5
QUALITY

5.1 Notification of Regulatory Authority Action. Each Party shall immediately notify the other Party of any information such Party receives regarding any threatened or pending action by any Regulatory Authority that has the potential to impact Drug Product supplied to Madrigal hereunder, including and not limited to any Regulatory Authority non-approval, regulatory action or Out of Specification or Out of Trend (upon stability testing) in accordance with the Quality Agreement. Upon receipt of any such information, the Parties shall consult in an effort to arrive at a mutually acceptable procedure for taking appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Regulatory Authority or take other action that it deems to be appropriate or required by Applicable Law.

5.2 Safety or Efficacy Claims. Each Party shall immediately (and in any event within the period specified in the Quality Agreement) notify the other Party of any information of which it is aware concerning Drug Product supplied to Madrigal which may affect the safety or efficacy claims or the continued marketing of a Product. Any such notification will include all related information in detail. Upon receipt of any such information, the Parties shall consult in an effort to arrive at a mutually

acceptable procedure for taking appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Regulatory Authority or take other action that it deems to be appropriate or required by Applicable Law. Each Party will notify the other immediately of any health hazards with respect to Drug Product which may impact employees involved in the Manufacturing of Drug Product.

5.3 Complaints. Each Party shall immediately notify the other Party of any complaints received by such Party concerning the Drug Product or the Product. Each Party shall investigate complaints and shall take corrective action to avoid future occurrences.

5.4 Regulatory Authority Inspection. Pursuant to the Quality Agreement, UPM shall immediately notify Madrigal in writing in the event that UPM is notified of any proposed visit or inspection by any governmental authority, including, any Regulatory Authority or any environmental regulatory authority if such visit or inspection is related to Drug Product. Madrigal shall have the right to be onsite during the visit or inspection, but shall not be allowed participate in the inspection unless it is a pre-approval inspection or requested by UPM or regulator inspector. UPM shall promptly furnish Madrigal with copies of all reports, documents or correspondence with respect to any Regulatory Authority requests or inspections of the Facility related to the Manufacture of the Drug Product, including but not limited to any Form 483 or Establishment Inspection Report (EIR) relating to the Manufacture of the Drug Product. UPM shall also provide Madrigal any proposed corrective actions, responses and other changes arising out of such review or inspection by such Regulatory Authority that is related to the Drug Product.

5.5 Labelling. UPM will comply with all specified labelling as to the Drug Product and each component and container as required by Applicable Law.

5.6 Batch Records. UPM shall provide Madrigal with all Batch Records and any investigation or deviation reports related to Drug Product for each Batch in accordance with the Quality Agreement. Investigations into process deviations must be approved by Madrigal in accordance with the Quality Agreement.

5.7 Annual Product Reviews. UPM will, at its cost, perform annual product reviews for the Drug Product in accordance with 21 CFR Part 211.180(e) and the Quality Agreement. Upon completion of reviews UPM will provide a copy of such reviews to Madrigal as detailed in the Quality Agreement.

5.8 Quality Agreement. The Parties shall enter into a Quality Agreement with respect to the Manufacture of Drug Product within three (3) months of the Effective Date, but in any event prior to the Manufacture of Drug Product for commercial purposes. Upon execution, such Quality Agreement shall be appended to this Agreement as **Appendix B**. In the event of a conflict between any of the provisions of this Agreement and the Quality Agreement with respect to Product quality-related activities, including compliance with cGMP, the provisions of the Quality Agreement shall control. In the event of a conflict between any of the provisions of this Agreement and the Quality Agreement with respect to any commercial matters, including allocation of risk, liability and financial responsibility, the provisions of this Agreement shall control.

ARTICLE 6
RECORDS; AUDITS; RECALLS; REGULATORY MATTERS

6.1 Records. UPM shall retain all Records related to the (a) Manufacture of Drug Product(s) for a period of not less than ten (10) years from the date of Manufacture of each Batch of Drug Product(s) to which said records pertain (or such longer period as required by Applicable Law) and (b) Manufacture of

Validation Batches (if any) for ten (10) years past the effective date of termination of this Agreement (or such longer period as required by Applicable Law).

6.2 Audit Rights. The Records shall be open to inspection and subject to audit, during normal working hours (but not more than once per Calendar Year except in the case of emergency or for-cause (and for clarity, cause may include a Supply Interruption) in which case such once per year limit shall not apply) by Madrigal or its authorized representative (a) as required by governmental authorities or (b) as may be desirable by Madrigal for any other valid business purpose related to verification of UPM's compliance with its obligations under this Agreement. For the purpose of such audits, inspections, examinations and evaluations, Madrigal or its authorized representative shall have access to such Records beginning on the Effective Date. In addition, UPM shall provide adequate and appropriate workspace for Madrigal or its authorized representatives to conduct such audit. Madrigal and/or its authorized representative will be required to follow all rules, regulations and standard operating procedures of UPM when on site. Madrigal or its authorized representative shall give UPM at least sixty (60) days advanced written notice of an intent to audit (except in the case of emergency or for-cause). UPM may require that any Person performing an audit on Madrigal's behalf, including, but not limited to, an employee of Madrigal, execute a confidentiality agreement in a form reasonably acceptable to UPM.

6.3 Decisions on Recalls. Each Party shall notify the other Party immediately (to be confirmed in writing) upon learning any Product is subject to recall, market withdrawal, or correction (collectively "**Recall**"). As between the Parties, Madrigal shall have the ultimate responsibility as to whether to institute a Recall of Product (whether instituted at the request of a Regulatory Authority or voluntarily instituted by Madrigal); provided that, to the extent practical, Madrigal shall notify UPM thereof prior to implementation.

6.4 Recalls. In the event that Product is subject to a Recall, Madrigal shall be responsible for such Recall. UPM shall cooperate with Madrigal in connection with such Recall as required by Madrigal, provide requested supportive documentation, and act in accordance with Applicable Law. Madrigal shall bear the cost of such Recall and Madrigal shall reimburse UPM for reasonable out of pocket expenses incurred by UPM in connection with such Recall; provided, that in the event a Product Recall is the result of a Manufacturing issue as to which UPM is obligated to provide indemnification under Section 12.2, UPM shall reimburse Madrigal for (a) all reasonable costs associated with the Recall of Product, including the Supply Price for such Product and (b) all reasonable and documented expenses incurred in connection with such Recall, in each case subject to the limitation of liability provisions set forth in Section 12.4 of this Agreement; and provided further that UPM shall not be responsible for the replacement cost of the API used in the Manufacture of any replacement Drug Product.

6.5 Disclosure of Audits. Madrigal acknowledges that Governmental Authorities (including agencies thereof) may, in conducting an inspection of UPM, request copies of reports of UPM audits of its suppliers. For clarity, in response to such a request, UPM may provide to the governmental authority (including any Regulatory Authority) the report of any compliance audit conducted in accordance with this Agreement or the Quality Agreement.

6.6 Regulatory Matters. UPM shall cooperate with Madrigal as reasonably requested and mutually agreed with respect to Regulatory Filings regarding the Drug Product. Without limiting the foregoing, UPM shall use reasonable efforts to address any questions or requests of Madrigal regarding the Batch Records, reports, analysis, and documentation generated in connection with the activities conducted by UPM hereunder, which may be subject to an additional cost to Madrigal, depending on the extent of work required. Upon Madrigal's request and at Madrigal's cost, UPM shall compile Records and other relevant

documents reasonably requested by Madrigal regarding Drug Product that may be necessary for preparing Regulatory Filings or communicating with Regulatory Authorities relating to the Drug Product.

ARTICLE 7
PRICING; PAYMENT

7.1 Supply Price. For Drug Product ordered by Madrigal under Firm Orders and supplied by UPM to Madrigal in accordance with the terms and conditions of this Agreement, Madrigal shall pay UPM the Supply Price set forth on **Schedule 7.1** ("**Supply Price**"). The Supply Price shall be determined in accordance with **Schedule 7.1** based upon the aggregate quantity of Drug Product subject to Firm Orders submitted by Madrigal in each Calendar Year. The Supply Price is subject to adjustment pursuant to Section 7.2 and Section 7.3.

7.2 Annual True Up. Within thirty (30) days prior the end of each Calendar Year, the Parties shall calculate the actual amount of Drug Product ordered for delivery in such Calendar Year under this Agreement. If the actual amount of Drug Product ordered for delivery in such Calendar Year is different than the amount of Drug Product forecasted for such Calendar Year, and as a result of such difference, a different price per Batch/tablet should have been used to calculate the Supply Price based on the sum total of such actual Batches ordered under this Agreement, the Parties shall recalculate the Supply Price, and Madrigal or UPM, as applicable, shall issue an invoice or credit memo in the amount necessary to reconcile the difference between the Supply Price paid by Madrigal based on the forecasted Batches to be ordered and the actual Batches ordered by Madrigal for such period.

7.3 Supply Price Adjustments. The Supply Price shall be fixed for the first three (3) years of the Term following Regulatory Approval of the Product. The Supply Price shall thereafter be adjusted once per Calendar Year following advance written notice from UPM to Madrigal delivered not later than November 1st of the preceding Calendar Year and shall be effective on January 1st of each Calendar Year of the Term after the third anniversary date of the Regulatory Approval of the Product by an amount equal to the lesser of (a) the increase in the Producer Price Index (PPI – Pharmaceutical Preparations – Classification number 06 38 (found at https://www.bls.gov/ppi/detailed-report/) and (b) five percent (5%).

7.4 Reserved.

7.5 Invoicing; Payment. UPM shall provide Madrigal with an invoice for each Batch of Drug Product Delivered against a Firm Order placed by Madrigal in accordance with this Agreement, which will be based on the then current Supply Price. Such invoices may be delivered on the Delivery Date (but shall not be delivered prior to the release of the Drug Product by UPM in accordance with Section 3.5 (first sentence)) and shall be delivered electronically to Accounts@MadrigalPharma.com upon release of a Batch in accordance with Section 3.5. Madrigal shall pay each invoice within forty-five (45) days from the date the invoice is delivered. All payments under this Agreement shall be made in U.S. Dollars by Automated Clearing House or wire transfer into an account designated by the receiving Party.

7.6 Disputed Payments. In the event Madrigal desires to dispute in good faith any invoice, or item(s) under any invoice, Madrigal will provide UPM with written notice setting forth the details of the disputed invoice or item(s) and the amount in question. Madrigal will timely pay to UPM any other undisputed amounts on any such invoice. The Parties will work together, in good faith, to resolve such dispute within thirty (30) days after such notice of dispute is sent. Madrigal's failure to pay an invoice or item of an invoice that it disputes in good faith shall not constitute a material breach under this Agreement. If, notwithstanding such efforts, the Parties are unable to resolve a dispute within such thirty (30) calendar day period, the Parties shall resolve such dispute pursuant to the provisions of Article 11. In the event the Parties have not resolved such a dispute within the thirty (30) day period set forth above and

escalate such dispute for resolution pursuant to the provisions of Article 11, UPM shall have the option to suspend work under this Agreement until the dispute is resolved.

7.7 Late Payment. If a Party does not receive payment of any sum due to it on or before the due date, simple interest shall thereafter accrue on the sum due to such Party until the date of payment at the per annum rate of two percent (2%) over the then-current prime rate quoted by Citibank in New York City or the maximum rate allowable by Applicable Law, whichever is lower.

7.8 Taxes. In the event any payments made pursuant to this Agreement are or become subject to withholding taxes under the laws or regulations of any jurisdiction, the Party making such payment shall be entitled to deduct and withhold the amount of such taxes for the account of the payee to the extent required by Applicable Law; and such amounts payable to the payee shall be reduced by the amount of taxes deducted and withheld (subject to the last sentence of this Section). Any such withholding taxes required under Applicable Law to be paid or withheld shall be an expense of, and borne solely by, the payee. If the Party making payment pursuant to this Agreement fails to deduct and withhold all or a portion of the amount of tax required by Applicable Law to be deducted and withheld and such Party is required by Applicable Law to pay all or a portion of such tax to a governmental authority for the account of the payee, payee shall, upon request from the other Party, immediately pay to the other Party an amount equal to the amount paid to the governmental authority for the account of the payee. However, in the event that there are withholding taxes on payments made pursuant to this Agreement that are in excess of what the payee Party may recover, then the Parties shall discuss responsibility for such withholding taxes in good faith.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Mutual Representations, Warranties and Covenants. Each of the Parties hereby represents and warrants to the other Party as of the Effective Date and hereinafter covenants that:

(a) Organization. It is duly organized, validly existing, and in good standing under Applicable Law of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver, and perform this Agreement.

(b) Binding Agreement. This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, or other Applicable Law of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance, and general principles of equity (whether enforceability is considered a proceeding at law or equity).

(c) Authorization. The execution, delivery, and performance of this Agreement by such Party have been duly authorized by all necessary corporate action and do not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it is bound, nor violate any Applicable Law or any order, writ, judgment, injunction, decree, determination, or award of any court or governmental body, or administrative or other agency presently in effect applicable to such Party.

(d) No Further Approval. It is not aware of any government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Applicable Law, currently in effect, necessary for, or in connection with, the transactions

contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements (save for Regulatory Approvals and similar authorizations from Governmental Authorities necessary for the commercialization of the Products as contemplated hereunder).

(e) No Inconsistent Obligations. It is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any material respect with the terms of this Agreement, or that would impede the diligent and complete fulfilment of its obligations hereunder.

(f) Grant of Rights. To its knowledge, it has the right to grant the license granted to the other Party hereunder and to provide the Confidential Information provided to the other Party hereunder.

8.2 Representations and Warranties for Drug Product. UPM represents and warrants as of the Effective Date, and hereinafter covenants to Madrigal that all Drug Product shall, at the time of Delivery:

(a) be Manufactured in accordance with, and shall meet, the Drug Product Specifications;

(b) be Manufactured in accordance with Applicable Law (including cGMPs) in effect on the day of Delivery;

(c) not be adulterated or misbranded within the meaning of FDCA;

(d) not be an article that may not, under the provisions of the FDCA, be introduced into stream of commerce; and

(e) have at least the Minimum Remaining Shelf-Life, as evidenced by expiry dating, remaining, except where Madrigal is the cause for any delay in Manufacture or Delivery of Drug Product that results in less than the Minimum Remaining Shelf-Life remaining at the time of Delivery.

If there exists a Deficiency with respect to Drug Product supplied by UPM, such matter shall be resolved in accordance with Section 3.7.

8.3 No Third Party Infringement. UPM represents and warrants as of the Effective Date, and hereinafter covenants to Madrigal that UPM's Manufacture of the Drug Product in accordance with this Agreement has not and shall not knowingly infringe the intellectual property rights of any Third Party. Madrigal's sole and exclusive remedy for any breach of this Section 8.3is indemnification as provided in Section 12.2

8.4 Madrigal Supplied Material. Madrigal represents and warrants as of the Effective Date, and hereinafter covenants to UPM that: (a) all Madrigal Supplied Materials supplied to UPM under this Agreement will conform to the specifications for such Madrigal Supplied Materials set forth in **Schedule 2.11**, (b) Madrigal has the rights to transfer the Madrigal Supplied Materials to UPM for the purposes contemplated by this Agreement and to grant UPM the rights granted to UPM by Madrigal under this Agreement with respect to Madrigal IP and (c) Madrigal will have good and marketable title, free and clear of any pledge, lien, restriction, claim, charge, security interest and/or other encumbrance, to all Madrigal Supplied Materials to be supplied to UPM under this Agreement.

8.5 Excluded Entities. UPM represents and warrants that, as of the date of this Agreement, neither it, nor any of its officers, directors, employees, or, to UPM's knowledge, Subcontractors has been in Violation. UPM shall notify Madrigal in writing immediately if any Violation occurs or comes to its attention at any time during the Term. If a Violation exists with respect to any of UPM's officers, directors, employees, or Subcontractors, UPM shall promptly remove such individual(s) or entities from performing any service, function or capacity related to the Manufacturing of Drug Product. Madrigal shall have the right, in its sole discretion, to terminate this Agreement in the event of any such Violation.

8.6 Compliance with Laws. UPM shall comply with and give all notices required by Applicable Law bearing on the performance of UPM's obligations under this Agreement as existing on the Effective Date and as enacted or amended during the Term. UPM shall notify Madrigal if it becomes aware of any non-compliance in connection with this Agreement and shall take all appropriate action necessary to comply with such Applicable Law.

8.7 Encumbrances. UPM represents, warrants and covenants that it will have good and marketable title, free and clear of any pledge, lien, restriction, claim, charge, security interest and/or other encumbrance, to all Drug Product to be Delivered under this Agreement, and all Drug Product supplied to Madrigal shall be free and clear of all pledges, liens, restrictions, claims, charges, security interests and/or other encumbrances at the time of Delivery.

8.8 No Other Representations or Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 8, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTY OF NON-INFRINGEMENT OR AS TO THE VALIDITY OF ANY PATENTS.

ARTICLE 9
IP MATTERS; TECHNOLOGY TRANSFER; CONFIDENTIALITY; PUBLICITY

9.1 Intellectual Property Rights. As between the Parties, Madrigal owns all right, title, and interest in and to the Drug Product and the Product, as applicable, and all Madrigal IP (collectively "**Madrigal Property**"), and to the extent UPM or any of its Affiliates has or may acquire or be deemed to have acquired any rights in any Madrigal Property, UPM hereby agrees, on behalf of itself and its Affiliates, to transfer and assign, and hereby transfers and assigns, all of its and its Affiliates' right, title, and interest in such Madrigal Property to Madrigal. As between the Parties, UPM owns all right, title and interest in and to the UPM IP. Upon Madrigal's request at any time, UPM shall, and shall require its Affiliates to, deliver to Madrigal any and all documents and information reasonably necessary to protect Madrigal's interest in the Madrigal Property. UPM shall promptly notify Madrigal in writing of any Madrigal Property that arises from the performance of the Manufacturing activities pursuant to this Agreement and shall, at Madrigal's written request, reasonably assist Madrigal in protecting Madrigal's rights to such Madrigal Property.

9.2 Madrigal License. Madrigal hereby grants to UPM a nonexclusive, royalty-free, limited, non-transferable, non-sublicensable license, during the Term, to use the applicable Madrigal Property, solely to the extent necessary to Manufacture and supply Drug Product in accordance with this Agreement and to otherwise comply with its obligations hereunder. No other rights or licenses, either express or implied,

to any patents, patent applications, trademarks, know-how, or other intellectual property owned or licensed by Madrigal, are granted. Madrigal also grants UPM a non-exclusive, transferable, perpetual, paid-up and royalty free license to the Madrigal IP that is developed by or on behalf of UPM in the course of the activities performed pursuant to this Agreement and that is capable of being used independently of the Madrigal Property and generally applicable to pharmaceutical manufacturing.

9.3 UPM License. UPM hereby grants to Madrigal a non-exclusive, worldwide, fully paid-up and royalty-free, transferable, perpetual and irrevocable license, with the right to sublicense under the UPM IP that UPM incorporates into the Manufacturing process for the Drug Product in the course of the activities performed pursuant to this Agreement, for the purpose of manufacturing, using, selling, offering for sale, importing or otherwise exploiting the Drug Product or Product, subject to Sections 9.4, 9.5 and 9.6.

9.4 Technology Transfer. Upon written request of Madrigal, UPM shall promptly (within no more than thirty (30) days following receipt of such request) initiate transfer to Madrigal in writing of all technical information related to the Manufacture of Drug Product pursuant to this Agreement, including, but not limited to, information concerning the Manufacturing process and test methods for the Drug Product that are performed hereunder as may be reasonably required for Madrigal or a Third Party to perform Manufacturing or testing of the Drug Product or Product according to the processes and methods performed by UPM under this Agreement. Madrigal shall be entitled to use and transfer such information to one or more Third Part(ies) for purposes of manufacturing or testing the Drug Product or Product. Madrigal agrees to pay for UPM's actual cost of transfer including, but not limited to, UPM's out of pocket expenses, working hours of its personnel, and the compilation of the technology transfer plan. Upon written request by Madrigal, UPM shall promptly provide updates to Madrigal regarding any newly acquired technical information related to the Manufacture of Drug Product pursuant to this Agreement, including information concerning improved procedures for Manufacturing or testing the Drug Product, which information Madrigal shall be entitled to use and transfer to one or more Third Party(ies) for purposes of manufacturing or testing the Drug Product or Product. To the extent that UPM designates specific items of the technical information transferred pursuant to this Section 9.4 to be proprietary and confidential in writing at the time of transfer to Madrigal, Madrigal shall obtain confidentiality and nondisclosure agreements from Third Party(ies) to which Madrigal transfers such technical information, in form and substance approved by UPM, which such approval shall not be unreasonably withheld and the Parties shall discuss in good faith if such confidentiality and non-disclosure agreement should be between Madrigal, UPM and such Third Party(ies) or between Madrigal and such Third Party(ies).

9.5 Confidentiality Obligations. During the Term of this Agreement and for five (5) years thereafter without regard to the means of termination, each Party (i) shall maintain in confidence all Confidential Information of the other Party; (ii) shall not use such Confidential Information for any purpose except as permitted by this Agreement; and (iii) shall not disclose such Confidential Information to anyone other than those of its Affiliates, sublicensees, prospective sublicensees, employees, consultants or agents who are bound by written obligations of nondisclosure and non-use no less stringent than those set forth in this Section 9.5 and to whom such disclosure is necessary in connection with such Party's activities as contemplated in this Agreement. Each Party shall ensure that such Party's Affiliates, sublicensees, prospective sublicensees, employees, consultants and agents comply with these obligations. Each Party shall notify the other Party promptly on discovery of any unauthorized use or disclosure of the other Party's Confidential Information. All Madrigal Property, whether disclosed by Madrigal or its Affiliates to UPM or its Affiliates or developed under this Agreement, shall be the Confidential Information of Madrigal and not of UPM, with Madrigal considered the disclosing Party and UPM considered the receiving Party. All UPM IP, whether disclosed by UPM or its Affiliates to Madrigal or its Affiliates, owned by UPM prior to the Effective Date, or developed under this Agreement shall be the

Confidential Information of UPM, and not of Madrigal, with UPM considered the disclosing Party and Madrigal considered the receiving Party. The terms of this Agreement shall be deemed the Confidential Information of both Parties.

9.6 Permitted Disclosure. Notwithstanding the provisions of Section 9.5, a receiving Party may disclose Confidential Information of the disclosing Party to the extent such disclosure is (a) made in response to a valid order or subpoena of a court of competent jurisdiction or other governmental body of a country or any political subdivision thereof of competent jurisdiction; provided, that receiving Party provides the other Party with prior written notice of such disclosure (if practicable) in order to permit the other Party to seek a protective order or other confidential treatment of such Confidential Information; and provided further that any Confidential Information so disclosed will be limited to that information that is legally required to be disclosed in such response to such court or governmental order or subpoena; (b) otherwise required by Applicable Law; provided, that receiving Party provides the disclosing Party with prior written notice of such disclosure (if practicable) in order to permit the disclosing Party to seek a protective order or confidential treatment of such Confidential Information; and provided further that any Confidential Information so disclosed will be limited to that information that is legally required by Applicable Law to be disclosed; (c) made by the receiving Party to a Regulatory Authority, as required to obtain or maintain Regulatory Approvals; provided that reasonable efforts shall be used to ensure confidential treatment of such Confidential Information; (d) made by the receiving Party to a Third Party as may be necessary or useful in connection with the commercialization of a Product (including the manufacture of a Product); provided the Third Party is bound by written confidentiality obligations no less protective that those set forth in this Agreement; (e) made by receiving Party to a U.S. or foreign tax authority to the extent legally required by Applicable Law to be disclosed; (f) made by receiving Party to its representatives or to Third Parties in connection with sublicensing or financing activities of the receiving Party; provided that the Third Party is bound by written confidentiality obligations no less protective that those set forth in this Agreement; (g) made by receiving Party to comply with Applicable Law related to securities laws disclosure requirements or any disclosure requirements of any applicable stock market or securities exchange; or (h) made in accordance with Section 9.7.

9.7 Public Announcements. No public announcement or disclosure may be made by either Party with respect to the subject matter of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, that the provisions of this Section 9.7 will not prohibit (a) any disclosure required by any applicable legal requirement, including any legal requirement or listing standard of any exchange or quotation system on which the disclosing Party's securities are listed or traded or to be listed or traded (in which case the disclosing Party will provide the other Party with the opportunity to review in advance the disclosure and to contest the same, including reasonable opportunity to seek a protective order or to seek confidential treatment of such disclosures under Rule 24b-2 of the Securities Exchange Act of 1934, as amended), (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement, (c) any disclosure made by Madrigal or UPM to their respective employees, collaborators, licensors, licensees, contract research organizations, business partners, investors, potential investors, lenders and potential lenders provided the person receiving the disclosure has undertaken a confidentiality obligation to Madrigal or UPM, as applicable, substantially similar to the confidentiality obligations the Parties have undertaken to each other under this Agreement, or (d) any disclosure made pursuant to a press release in a form mutually agreed to by the Parties (or any other subsequent disclosure containing substantially similar information).

9.8 Return of Confidential Information. Upon expiration or termination of this Agreement, the receiving Party shall, upon written request, within thirty (30) days, either return or destroy and certify as

to such destruction) all Confidential Information of the disclosing Party, including any copies thereof, ; except for a single copy thereof, which may be retained for the sole purpose of ensuring compliance with its obligations under this Agreement and any electronic back-up copies generated automatically for disaster recovery and business continuity purposes that cannot be deleted without undue effort and to which access is limited. Any retained copies are subject to the nondisclosure and nonuse provisions of this Agreement for the duration set forth in Section 9.5.

ARTICLE 10
TERM AND TERMINATION

10.1 Term. The initial term of this Agreement shall commence upon the Effective Date and, unless earlier terminated pursuant to this Article 10, shall remain in effect until the eight (8) year anniversary of the First Commercial Sale of Product. Thereafter, this Agreement shall automatically renew for additional renewal terms of 2-years each, unless Madrigal notifies UPM at least twelve (12) months before the end of the initial term or then current renewal term that it does not wish to renew the Agreement for an additional 2-year period or UPM notifies Madrigal at least twenty four (24) months before the end of the initial term or then current renewal term that it does not wish to renew the Agreement for an additional 2-year period (such initial term and all renewals terms, collectively, the "**Term**").

10.2 Termination for Material Breach. Either Party which is not in material breach of this Agreement or the Quality Agreement (the "**Non-Breaching Party**") may terminate this Agreement in the event the other Party (the "**Breaching Party**") commits a material breach of this Agreement or the Quality Agreement, and such material breach has not been cured within sixty (60) days after receipt of written notice of such breach by the Breaching Party from the Non-Breaching Party (the "**Cure Period**"). The written notice describing the alleged material breach shall provide sufficient detail to put the Breaching Party on notice of such material breach. Any termination of this Agreement pursuant to this Section 10.2 shall become effective at the end of the Cure Period, unless the Breaching Party has cured any such material breach and notified the Non-Breaching Party thereof prior to the expiration of such Cure Period, or, if such material breach is not reasonably susceptible to cure within the Cure Period, then, the Non-Breaching Party's right of termination shall be suspended only if, and for so long as, the Breaching Party has provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure of such material breach, such plan is accepted by the Non-Breaching Party (such acceptance not to be unreasonably withheld, delayed or conditioned), and the Breaching Party commits to and timely carries out such plan as provided to the Non-Breaching Party. The right of either Party to terminate this Agreement as provided in this Section 10.2 shall not be affected in any way by such Party's waiver of or failure to take action with respect to any previous breach under this Agreement. For clarity, the Cure Period shall be suspended during any time that a Breaching Party seeks resolution of a Dispute as to whether an alleged material breach occurred pursuant to Article 13 of this Agreement).

10.3 [Reserved].

10.4 Termination by Madrigal. Madrigal shall have the right to terminate this Agreement in its entirety at any time after the Effective Date if: (a) the FDA does not approve any required NDA, or other material permit or license relating to a Product, or any such approval, permit or license is deactivated, by the FDA or other Governmental Authority in the United States and Madrigal makes the determination that it will not continue to seek such NDA or other material permit or license; (b) if UPM fails to satisfy Validation and is unable to satisfy Validation within ninety (90) days of such failure only if such Validation failure is a result of UPM's negligence and UPM has on hand the necessary Madrigal Supplied

Materials to cure such failure; or (c) if any required and material license, permit or certificate of UPM related to the Manufacture of Drug Product at the Facility is not approved or not issued, or is deactivated or withdrawn by any Regulatory Authority or other Governmental Authority in the United States and UPM is unable to obtain or revive such license, permit or certificate within ninety (90) days of such event.

10.5 Termination for Bankruptcy. This Agreement may be terminated by written notice given by a Party upon the occurrence of any of the following with respect the other Party: (a) such other Party becomes insolvent, or (b) voluntary or involuntary proceedings by or against such other Party are instituted in bankruptcy or under any insolvency law, which proceedings, if involuntary, shall not have been dismissed within ninety (90) days after the date of filing, or (c) a receiver or custodian is appointed for such other Party, or proceedings are instituted by or against such other Party for corporate reorganization or the dissolution of such other Party, which proceedings, if involuntary, shall not have been dismissed within ninety (90) days after the date of filing, or (d) such other Party makes an assignment of substantially all of its assets for the benefit of its creditors, or substantially all of the assets of such other Party are seized or attached and not released within ninety (90) days thereafter.

10.6 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual written agreement between the Parties.

10.7 Effects of Termination. All of the following effects of termination are in addition to the other rights and remedies that may be available to either of the Parties under this Agreement and shall not be construed to limit any such rights or remedies.

(a) In the event that this Agreement is terminated by Madrigal in accordance with Section 10.2 (Material Breach), Section 10.4 (Termination by Madrigal) or Section 10.5 (Bankruptcy), Madrigal shall (in its discretion) either: (i) keep any or all outstanding Firm Orders in place (on a Firm Order-by-Firm Order basis as determined by Madrigal), in which case UPM shall Manufacture and Deliver, in accordance with this Agreement, all quantities of Drug Product ordered pursuant to such Firm Orders (regardless of whether the Delivery Date for such Drug Product is before or after such termination) and Madrigal shall pay the Supply Price with respect to such Drug Product which meet the representations, warranties and covenants set forth in this Agreement; or (ii) cancel any or all outstanding Firm Orders (on a Firm Order-by-Firm Order basis as determined by Madrigal), and with respect to any such cancelled Firm Orders, Madrigal shall have no further liability with respect thereto; provided that Madrigal shall only have the right to cancel Firm Orders pursuant to this clause (ii) if this Agreement is terminated by Madrigal pursuant to Section 10.2 or Section 10.4.

(b) In the event that this Agreement is terminated by UPM pursuant to Section 10.2 or by Madrigal pursuant to Section 10.4(a), Madrigal shall purchase: (i) the quantity of Safety Stock of Drug Product existing as of the time of such termination (if any) (provided that all such Drug Product meets the representations, warranties and covenants set forth in this Agreement), and in connection therewith, UPM shall Deliver all such quantities of Safety Stock in accordance with this Agreement, and Madrigal shall pay the applicable Supply Price with respect to such Drug Product and (ii) the quantity of Materials in the possession of UPM or in transit to UPM, or subject to non-cancellable orders placed by UPM in reliance on Madrigal's forecast, and in connection therewith UPM shall Deliver all such quantities of Materials to Madrigal, and Madrigal shall pay the UPM the costs of such Materials. Notwithstanding the foregoing or anything to the contrary contained herein, from and after the delivery of any notice of termination pursuant to this Agreement, UPM shall not replenish

(or otherwise add any additional quantities of Drug Product to) any Safety Stock then being held for Madrigal.

(c) Upon expiration or termination of this Agreement, Madrigal and UPM shall immediately settle all outstanding invoices and other monies owed to the other pursuant to this Agreement. The termination or expiration of this Agreement shall not affect the rights and obligations of the Parties accruing prior to such termination or expiration, including, but not limited to, Madrigal's reimbursement to UPM for any work in progress and all non-cancelable commitments to purchase Materials entered into by UPM specifically to conduct the Services hereunder that UPM cannot reasonably utilize in other projects and that meet the relevant specifications therefor that had been agreed upon by the Parties in writing. Subject to the foregoing, expiration or termination of this Agreement shall relieve and release the Parties from any liabilities and obligations under this Agreement, other than those specifically set forth in this Section 10.7 and those that survive termination in accordance with Section 10.9.

10.8 Remedies. Notwithstanding anything to the contrary in this Agreement, except as otherwise explicitly set forth in this Agreement, termination or expiration of this Agreement shall not relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration, nor prejudice either Party's right to obtain performance of any obligation. Each Party shall be free, pursuant to Article 11, to seek, without restriction as to the number of times it may seek, damages, costs and remedies that may be available to it under Applicable Law or in equity.

10.9 Survival. In the event of termination of this Agreement, in addition to the provisions of this Agreement that continue in effect in accordance with their terms, the following provisions of this Agreement shall survive: Articles 1, 8, 9, 11 and 12, and Sections 6.1-6.5, 7.3, 7.5-7.8, 10.7-10.9, 13.1-13.2, 13.4-13.5, and 13.7-13.15.

ARTICLE 11
DISPUTE RESOLUTION

11.1 Disputes. The Parties shall initially attempt in good faith to resolve any significant controversy, claim, allegation of breach or dispute arising out of or relating to this Agreement (hereinafter collectively referred to as a "**Dispute**") through negotiations between senior executives of Madrigal and UPM. If the Dispute is not resolved within thirty (30) calendar days (or such other period of time mutually agreed upon by the Parties) of notice of the Dispute, then such dispute shall be resolved by binding arbitration in the manner described in Section 11.2. During the pendency of any Dispute resolution proceeding between the Parties under this Section 11.1, the obligation to make any payment under this Agreement from one Party to the other Party, which payment is the subject, in whole or in part, of a proceeding under this Section 11.1, shall be tolled until the final outcome of such Dispute has been established. Any undisputed payment obligations (including undisputed portions of a payment obligation that is subject to a proceeding under this Section 11.1) shall not be tolled during such Dispute.

11.2 Arbitration. If the Parties are unable to resolve any Dispute through the process described in Section 11.1, then, except in the case of a dispute, controversy or claim that concerns (i) the validity or infringement of a patent, trademark or copyright, or (ii) any antitrust, anti-monopoly law or regulation, whether or not statutory, such Dispute will be settled by arbitration under the rules then-prevailing Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes of the American Arbitration Association (the **"Rules"**) by three (3) independent, neutral and experienced arbitrators appointed in accordance with the said Rules (each such arbitration, an **"Arbitration"**). Each

Party shall select a single arbitrator within fifteen (15) days of one Party notifying the other Party that it is exercising its rights under this Section 11.2, and the two (2) arbitrators shall select the third arbitrator within ten (10) days of their selection. Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language. The place of arbitration shall be New York, New York (or such other location as mutually agreed to by the Parties in writing). The arbitrators in any Arbitration shall enforce and not modify the terms of this Agreement. Based on the materials submitted, the arbitrators shall determine whether any discovery process is necessary, and, if it is, the parameters of such process with the intent of resolving the arbitration as expeditiously as possible (e.g., limiting the number of depositions and the time discovery is permitted to take). The Parties and arbitrators shall employ procedures designed to resolve the conflict by arbitration within ninety (90) days of the dispute being referred for arbitration. The arbitrators shall have no authority to award punitive or any other type of damages not measured by a Party's compensatory damages and the arbitrators shall have no authority to grant any award or remedy other than such awards or remedies that are available under the Applicable Law. The award of the arbitrators shall be final and binding on each Party and its respective successors and assigns. Each Party shall bear its own attorneys' fees, costs and disbursements arising out of the Arbitration, and all other costs and expenses of any Arbitration, including the administrative and arbitrator fees and expenses, shall be borne equally by the Parties. The arbitrators shall not be authorized to award a Party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.) and the fees and costs of the arbitrators.

11.3 Confidentiality. Except to the limited extent necessary to comply with Applicable Law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement or vacatur of the arbitrators' award, the Parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either Party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum. In no event shall arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would have been barred by the applicable statute of limitations under the laws of the State of New York.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnification by Madrigal. Madrigal hereby agrees to defend, indemnify and hold harmless UPM and its Affiliates, and each of their respective directors, officers, employees, agents and representatives (each, a "**UPM Indemnitee**") from and against any and all claims, suits, actions, demands, liabilities, expenses and/or losses, including reasonable legal expenses and attorneys' fees (collectively, the "**Losses**"), to which any UPM Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any Third Party (each, a "**Claim**") to the extent such Losses arise directly or indirectly out of: (a) the breach by Madrigal of any warranty, representation, covenant or agreement made by Madrigal in this Agreement; (b) the use, transfer or sale, labeling, packaging, distribution, promotion, marketing, sale, or other disposition of Drug Product (in each case after Delivery to Madrigal); (c) the failure by Madrigal to comply with Applicable Law relating to the Product; (d) the negligence, gross negligence, illegal conduct or willful misconduct of Madrigal or an Affiliate or sublicensee, or any officer, director, employee, agent or representative thereof; or (e) any Claim that the manufacture, use or sale of a Product infringes any patents, copyrights or trademarks or misappropriates any know-how owned by a Third Party; except, with respect to each of subsections (a), (b), (c), (d) and

(e) above, to the extent such Losses arise directly or indirectly from the negligence, gross negligence, illegal conduct or willful misconduct of any UPM Indemnitee or the breach by UPM of any warranty, representation, covenant or agreement made by UPM in this Agreement or are subject to indemnification by UPM under Section 12.2.

12.2 Indemnification by UPM. UPM hereby agrees to defend, indemnify and hold harmless Madrigal and its Affiliates and each of their respective directors, officers, employees, agents and representatives (each, a "**Madrigal Indemnitee**") from and against any and all Losses to which any Madrigal Indemnitee may become subject as a result of any Claim to the extent such Losses arise directly or indirectly out of: (a) the breach by UPM of any warranty, representation, covenant or agreement made by UPM in this Agreement; (b) the failure of Drug Product to meet the Drug Product warranties set forth in Section 8.2; (c) the failure by UPM to comply with Applicable Law with respect to the Manufacture of the Drug Product; (d) the negligence, gross negligence, illegal conduct, or willful misconduct of UPM or its Affiliates or Subcontractors, or any officer, director, employee, agent or representative thereof; or (e) any Claim that the Manufacture of Drug Product infringes any patents, copyrights or trademarks or misappropriates any know-how owned by a Third Party (except to the extent such Claim is based upon any Madrigal IP provided to UPM); except, with respect to each of subsections (a), (b), (c) (d) or (e) above, to the extent such Losses arise directly or indirectly from the negligence, gross negligence, illegal conduct or willful misconduct of any Madrigal Indemnitee or the breach by Madrigal of any warranty, representation, covenant or agreement made by Madrigal in this Agreement or are subject to indemnification by Madrigal under Section 12.1.

12.3 Indemnification Procedures.

(a) Notice. Promptly after a UPM Indemnitee or a Madrigal Indemnitee (each, an "**Indemnitee**") receives notice of a pending or threatened Claim, such Indemnitee shall give written notice of the Claim to the Party from whom the Indemnitee is entitled to receive indemnification pursuant to Sections 12.1 or 12.2, as applicable (the "**Indemnifying Party**"). However, an Indemnitee's delay in providing or failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent it can demonstrate actual prejudice due to the delay or lack of notice.

(b) Defense. Upon receipt of notice under this Section 12.3 from the Indemnitee, the Indemnifying Party will have the duty to either compromise or defend, at its own expense and by counsel selected by the Indemnifying Party (reasonably satisfactory to Indemnitee) such Claim. The Indemnifying Party will promptly (and in any event not more than twenty (20) days after receipt of the Indemnitee's original notice) notify the Indemnitee in writing that it acknowledges its obligation to indemnify the Indemnitee with respect to the Claim pursuant to this Article 12 and of its intention either to compromise or defend such Claim. Once the Indemnifying Party gives such notice to the Indemnitee, the Indemnifying Party is not liable to the Indemnitee for the fees of other counsel or any other expenses subsequently incurred by the Indemnitee in connection with such defense, other than the Indemnitee's reasonable out of pocket Third Party expenses related to its investigation and cooperation, except as otherwise provided in the next sentence. As to all Claims as to which the Indemnifying Party has assumed control under this Section 12.3(b), the Indemnitee shall have the right to employ separate counsel and to participate in the defense of a Claim (as reasonably directed by the Indemnifying Party) at its own expense; provided, however, that if the Indemnitee shall have reasonably concluded, based upon a written opinion from outside legal counsel, that there is a conflict of interest between the Indemnifying Party and the Indemnitee in the defense of such

Claim, the Indemnifying Party shall pay the fees and expenses of one law firm serving as counsel for the Indemnitee in relation to such Third Party Claim.

(c) Cooperation. The Indemnitee shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation and defense of any Claim. The Indemnifying Party shall keep the Indemnitee informed on a reasonable and timely basis as to the status of such Claim (to the extent the Indemnitee is not participating in the defense of such Claim) and conduct the defense of such Claim in a prudent manner.

(d) Settlement. If an Indemnifying Party assumes the defense of a Claim, no compromise or settlement of such Claim may be effected by the Indemnifying Party without the Indemnitee's written consent (such consent not to be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, the Indemnitee's consent shall not be required of a settlement where: (i) there is no finding or admission of any violation of law or any violation of the rights of any person and no effect on any other claims that may be made against the Indemnitee; (ii) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; (iii) the Indemnitee's rights under this Agreement are not adversely affected; and (iv) there is a full release of the Indemnitee from such Claim. If the Indemnifying Party fails to assume defense of a Claim within a reasonable time, the Indemnitee may settle such Claim on such terms as it deems appropriate with the consent of the Indemnifying Party (such consent not to be unreasonably withheld, delayed or conditioned), and the Indemnifying Party shall be obligated to indemnify the Indemnitee for such settlement as provided in this Article 12. It is understood that only Madrigal and UPM may claim indemnification under this Agreement (on its own behalf or on behalf of its Indemnitees), and other Indemnitees may not directly claim indemnity under this Agreement.

12.4 Insurance. Each Party shall procure and maintain insurance policies for the following coverages with respect to product liability, personal injury, bodily injury, and property damage arising out of such Party's (and its Affiliates') performance under this Agreement: (a) during the Term of this Agreement, comprehensive general liability, including broad form and contractual liability, in a minimum amount of $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate annually; and (b) prior to the first commercial sale of Drug Product or a Product, as applicable, until three (3) years after the last sale of Drug Product or a Product, as applicable, product liability coverage, in a minimum limit of $3,000,000 combined single limit per occurrence and $10,000,000 in the aggregate annually. The policies of insurance required by this Section 12.4 will be issued by an insurance carrier with an A.M. best rating of "A" or better. Each Party will provide the other Party with insurance certificates evidencing the required coverage within sixty (60) days after the Effective Date and the commencement of each policy period and any renewal periods. Each certificate will provide that the insurance carrier will notify the other Party in writing at least thirty (30) days prior to the cancellation or material change in coverage. For clarity, the foregoing insurance requirements shall not in any way limit a Party's liability with respect to its indemnification or other obligations under this Agreement.

12.5 Limitation of Liability. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9.5, EXCEPT FOR EACH PARTY'S LIABILITY FOR FRAUD OR OTHER WILLFUL MISCONDUCT, AND EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1-12.2 WITH RESPECT TO THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER

(INCLUDING, TO THE EXTENT CONSTITUTING CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES OR LOST PROFITS) SUFFERED OR INCURRED BY SUCH PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR AS A RESULT OF ANY ACTIVITIES HEREUNDER, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

ARTICLE 13
MISCELLANEOUS

13.1 **Notices**. Any notice or other communications between the Parties relating to, and all written documentation to be prepared and provided under, this Agreement shall be in the English language. Any notice required or permitted under this Agreement shall be in writing in the English language, and (a) delivered personally, (b) sent by express courier service providing evidence of receipt, postage pre-paid where applicable, or (c) by electronic transmission (complete transmission confirmed and a copy promptly sent by another permissible method of providing notice described in clause (a) or (b)), to the following addresses of the Parties (or such other address for a Party as may be specified by like notice):

If to Madrigal at: Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
Conshohocken, PA 19428
Attention: Tom Pokorny
Email: tpokorny@madrigalpharma.com
(primary recipient)

with a copy to: Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
Conshohocken, PA 19428
Attention: General Counsel
Email: bjlynch@madrigalpharma.com

If to UPM at: UPM Pharmaceuticals
501 Fifth Street
Bristol, TN 37620
Attn: CEO
Phone: 423.989.8000
Email: gjones@upm-inc.com
(primary recipient)

With a copy to: UPM Pharmaceuticals
501 Fifth Street
Bristol, TN 37620
Attn: General Counsel
Phone: 423.989.8000
Email: mmanno@upm-inc.com

Any notice required or permitted to be given concerning this Agreement shall be deemed effective (i) upon receipt by the Party to whom it is addressed if delivered either in person on any business day in the delivery location prior to 6 pm local time; or (ii) on the next succeeding business day if delivered in person on a non-business day or after 6 pm local time; or (iii) one (1) business day after having been delivered to a recognized air courier for overnight delivery (with delivery tracking provided, signature required and delivery prepaid); or (iv) if delivered by email, when the primary recipient, by an email sent to the email address for the sender stated in this Section 13.1 or by a notice delivered by another method in accordance with this Section 13.1, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 13.1, in each case, to the Parties at the following addresses, each as may be specified below (or at such other address for a Party as shall be specified by notice given in accordance with this Section 13.1).

13.2 Governing Law. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof shall be governed by and construed in accordance with the laws of New York, without giving effect to any choice of law principles that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by this Agreement.

13.3 Use of Affiliates. Madrigal shall have the right to exercise its rights and perform its obligations under this Agreement either itself or through any of its Affiliates, provided that Madrigal shall remain solely responsible for the acts, omissions and performance of such Affiliate as if such acts, omissions and performance had been provided by Madrigal itself under this Agreement. In addition, in each case where a Party's Affiliate has an obligation pursuant to this Agreement or performs an obligation pursuant to this Agreement (to the extent permitted hereunder), (i) such Party shall cause and compel such Affiliate to perform such obligation and comply with the terms of this Agreement and (ii) any breach of the terms or conditions of this Agreement by such Affiliate shall be deemed a breach by such Party of such terms or conditions.

13.4 Relationship of the Parties. It is expressly agreed that UPM, on the one hand, and Madrigal, on the other hand, shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency, including for tax purposes. Neither UPM nor Madrigal shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other, without the prior written consent of the other Party to do so. All persons employed by a Party shall be employees of that Party and not of the other Party and all costs and obligations incurred by reason of such employment shall be at the expense of such Party.

13.5 Force Majeure. A Party shall not be liable for non-performance or delay in performance, except for defaulted obligations of payment, to the extent that such nonperformance or delay in performance is not due to its negligence and is caused by any event reasonably beyond the control of such Party, including wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, pandemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any other Act of God, (each a "**Force Majeure Event**"). In the event of any such delay, the delayed Party may defer its performance for a period equal to the time of such delay, provided that the delayed Party gives the other Party prompt written notice of the occurrence of any Force Majeure Event, the nature thereof, and the extent to which the delayed Party will be unable fully to perform its obligations under this Agreement, and uses its good faith efforts to cure the excused breach. In the event of a Force Majeure that lasts for more than ninety (90) consecutive days or one hundred twenty (120) days in any twelve month period, the provisions of Section 2.5(c) (Supply Interruption) shall apply *mutatis mutandis*.

13.6 Assignment. Neither Party shall assign this Agreement or any of the rights or obligations hereunder, without the prior written consent of the other Party, not to be unreasonably withheld, except that either Party may, without the other Party's consent, assign this Agreement in connection with a merger or acquisition or the sale of all or substantially all of such Party's assets related to the Drug Product or the Product (as applicable), provided that (a) such assignee or other transferee agrees in writing to be bound by the terms and conditions of this Agreement as of the effective date of such transaction, and (b) the assigning Party remains liable to the other Party for compliance with this Agreement prior to the effective date of such transaction. Any assignment or transfer in contravention of this Agreement shall be null and void and shall constitute a breach of this Agreement.

13.7 Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable only by, the Parties and their respective successors and permitted assigns. It is the explicit intention of the Parties that no Person, other than the named Parties or their successors or permitted assigns, is or shall be entitled to bring any action to enforce any provision of this Agreement, as a third party beneficiary or otherwise.

13.8 Severability. If any one (1) or more of the provisions of this Agreement (a) is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken or (b) a Governmental Authority of competent jurisdiction advises the Parties that such provision violates Applicable Law over which such Governmental Authority has jurisdiction, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable provision such that the objectives contemplated by the Parties when entering this Agreement may be realized.

13.9 Waiver and Non-Exclusion of Remedies. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by Applicable Law or otherwise available except as expressly set forth herein.

13.10 Further Assurance. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents, and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof.

13.11 Headings. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

13.12 Construction. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. Whenever this Agreement refers to a number of days without using a term otherwise defined herein, such number refers to calendar days. The terms "including," "include," "includes" or "for example" shall not limit the generality of any description preceding such term and, as used herein, shall

have the same meaning as "including, but not limited to," and/or "including, without limitation." The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party hereto. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will apply against the Party which drafted such terms and provision.

13.13 Entire Agreement; Amendments. This Agreement and any Attachments and Schedules attached hereto, constitute the entire agreement between UPM and Madrigal with respect to the Drug Product in the U.S. and supersede all prior representations, understandings and agreements with respect to Drug Product. Furthermore, this Agreement shall supersede any and all pre-printed terms on any orders, invoices, and other related documents and any and all orders issued by UPM and/or Madrigal. This Agreement may only be amended by a statement in writing to that effect signed by duly authorized representatives of Madrigal and UPM. The intent of this Agreement is to include items necessary for the proper execution and completion of the performance under this Agreement. The documents comprised by this Agreement are complementary, and what is required by any of them shall be as binding as if required by all. Words and abbreviations that have known or technical trade meanings are used in this Agreement in accordance with such recognized meanings. In the event of a conflict or inconsistency between this Agreement and any exhibit, schedule and attachments, the terms and conditions of this Agreement shall prevail. For the avoidance of doubt, this Agreement does not supersede the terms of the Pre-Commercial Supply Agreement with respect to the development and manufacture of Drug Product as applicable to the Drug Product manufactured under the Pre-Commercial Supply Agreement.

13.14 Counterparts; Electronic Signature. The Parties acknowledge and agree that the electronic signature of the Agreement through the www.docusign.com website or any other similar certified website by both parties shall confer full force and effect to the Agreement. If this Agreement is entered into by electronic signature by all Parties, each Party shall receive a fully electronically signed version as an electronic file (pdf format), each recognized as an original and the Agreement shall become effective at the agreed upon Effective Date. Each counterpart will be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile signatures will be treated as original signatures. This Agreement is established in the English language. Any translation in another language shall be deemed for convenience only and shall never prevail over the original English version.

13.15 Interpretation. Each Party acknowledges and agrees that: In construing this Agreement, except where the context requires otherwise, (a) the word "or" is used in the inclusive sense that is typically associated with the phrase "and/or"; (b) the words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement in its entirety and not to any particular provision hereof; (c) the verb "will" shall be construed to have the same meaning and effect as the word "shall"; (d) references to a particular Applicable Law means an Applicable Law in effect as of the relevant time, including all rules and regulations thereunder and any successor Applicable Law in effect as of the relevant time, and including the then-current amendments thereto; (e) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement; (f) a capitalized term not defined herein but reflecting a different part of speech than a capitalized term which is defined herein shall be interpreted in a correlative manner; (g) the words "Dollar" and "dollar" and the symbol "$" mean U.S. Dollars; (h) the word "notify" or "notice" means a notice in writing; and (i) all references herein to Articles, Sections or Attachments shall be construed to refer to Articles, Sections and Attachments of this Agreement.

[Remainder of this page intentionally left blank --signature page follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Paul Friedman
Name: Paul Friedman
Title: CEO

GREGORY PHARMACEUTICAL HOLDINGS, INC.

By: /s/ John M. Gregory
Name: John M. Gregory
Title: CEO

Attachments; Schedules
Attachment A: Drug Product Specifications
Attachment B: Quality Agreement (when executed)
Schedule 2.6: Safety Stock Materials
Schedule 2.9: Samples
Schedule 2.11: Madrigal Supplied Materials
Schedule 3.1: Initial Forecast
Schedule 7.1: Supply Price

Exhibit 10.36

CERTAIN CONFIDENTIAL INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND REPLACED WITH "[***]" BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

Execution Copy

RESMETIROM COMMERCIAL SUPPLY AGREEMENT

Execution Copy

RESMETIROM COMMERCIAL SUPPLY AGREEMENT

This **RESMETIROM Commercial Supply Agreement** (this "**Agreement**") effective as of December 23, 2024 ("**Effective Date**") between Madrigal Pharmaceuticals, Inc., a Delaware corporation having a principal place of business at Four Tower Bridge, 200 Barr Harbor Drive, Suite 200, West Conshohocken, Pennsylvania, 19428, U.S.A. ("**Purchaser**"), and Evonik Corporation, an Alabama corporation located at 2 Turner Place, Piscataway, NJ 08855 ("**Supplier**"). Purchaser and Supplier are each sometimes referred to individually as a "**Party**" and together as the "**Parties**"

RECITALS

WHEREAS, Supplier has the expertise, resources, facilities and personnel for the manufacture and supply of Resmetirom ("**Product**") which is also known as MGL-3196, and Supplier desires to be engaged to manufacture and supply Product for Purchaser pursuant to the terms and conditions below; and

WHEREAS, Supplier and Purchaser entered into a October 30, 2020 Master Services Agreement, dated October 30, 2020, as supplemented by a series of Statements of Work, as amended ("**MSA**");

WHEREAS, Purchaser desires to engage Supplier to manufacture and supply Product, as ordered by Purchaser, and ship product to [***], or a mutually agreed upon third party micronizer, for jet micronizing such that such Product can be used as a raw material in Purchaser's subsequent manufacture of pharmaceutical product Resmetirom ("**Final Product**") for human use.

NOW, THEREFORE, in consideration of the foregoing and the promises contained in this Agreement, Purchaser and Supplier, intending to be legally bound, hereby agree as follows:

Article 1 DEFINITIONS.

1.1 Definitions and Exhibits. Unless otherwise defined, initially capitalized terms used in this Agreement, including the recitals, Appendices, Schedules, and Exhibits hereto, shall have the meanings ascribed to them in Exhibit A [Definitions]. The Parties hereto agree that the provisions set forth in any appendix, schedule, or exhibit attached hereto are hereby incorporated by reference in this Agreement as if fully set forth herein. In the event there is a conflict or inconsistency between any appendix, schedule, or exhibit and this Agreement, the provisions of this Agreement shall control. The documents comprised by this Agreement are complementary, and what is required by any of them shall be as binding as if required by all. Words and abbreviations that have known or technical trade meanings are used in this Agreement in accordance with such recognized meanings.

1.2 Interpretation. Each reference herein to a particular Person shall include a reference to such Person's successors and permitted assigns. A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms. A reference to any law, rule, regulation or statute includes any amendment or modification thereto. The words "herein," "hereof," "hereunder," "hereto," and words of like import shall refer to this Agreement as a whole and not any particular article, section or subdivision of this Agreement. A reference to an article, section, appendix, schedule, or

exhibit is a reference to the article, section, appendix, schedule, or exhibit of this Agreement unless otherwise indicated. In this Agreement, the singular includes the plural and the plural includes the singular, and the words "including," "include" and "includes" shall be deemed to be followed by the words "without limitation." Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will apply against the Party which drafted such terms and provision.

1.3 Headings. The headings of each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

1.4 Order of Interpretation.

1.4.1 Conflict with MSA. The Parties intend that the MSA shall remain in effect and not be replaced by this Agreement, as specified in Section 15.6. To the extent there are any inconsistencies or conflicts between this Agreement and the MSA, or any statement of work issued pursuant to the MSA, the terms and conditions of this Agreement shall control with respect to the transactions contemplated by this Agreement and the terms of the MSA shall control with respect to the transactions contemplated by the MSA and any Statement of Work issued pursuant to the MSA, including for the avoidance of doubt the Product that is subject to Statement of Work No. 6B and Statement of Work No. 8 issued pursuant to the MSA.

1.4.2 Conflict with Quality Agreement. To the extent there are any inconsistencies or conflicts between this Agreement and the Quality Agreement, the terms and conditions of this Agreement shall control for matters unrelated to Product quality, unless otherwise agreed to in writing by the Parties. For matters related to Product quality, the Quality Agreement shall control, unless otherwise agreed to in writing by the Parties.

1.4.3 Pre-Printed Terms and Conditions. Any and all pre-printed terms and conditions on Purchaser's purchase order or Supplier's order confirmation that have not been agreed to in a signed writing by the Parties shall have no binding effect as it relates to this Agreement or the subject thereof.

Article 2 TERM AND RENEWAL.

2.1 Initial Term. Subject to earlier termination in accordance with this Agreement, the term of this Agreement shall be effective commencing on the Effective Date and shall continue until December 31, 2029 (the "**Initial Term**").

2.2 Term; Renewal Term; Notice of Nonrenewal. This Agreement shall automatically renew for subsequent periods of twenty four (24) months (each a "**Renewal Term**"), unless either Party gives no less than twenty-four (24) months' prior written notice prior to the termination of the Initial Term or any subsequent Renewal Term (collectively as the "**Term)** of its wish to terminate the Agreement at the end of the then current Term.

Article 3 SUPPLY OF PRODUCT.

3.1 Product Specification. Supplier shall Produce Intermediate F, Unmicronized Product and Product in conformance with the applicable specifications for Intermediate F (the "**Intermediate F Specification**"), Unmicronized Product (the "**Unmicronized Product Specification**") and Product (the "**Product Specifications**") which are appended hereto at Exhibit B [Intermediate F, Unmicronized Product, and Product Specification]. Purchaser shall have the option to supply Intermediate F for the Product in accordance with Section 3.15 for Supplier to Produce Unmicronized Product and Product. For the avoidance of doubt, it is understood that the Intermediate F Specification includes the specifications for the Intermediate C that Supplier utilizes to Produce the Intermediate F as well as in the case that Purchaser provides the Intermediate F, and that the Unmicronized Product Specification includes the specifications for the Intermediate G and the KA Salt that Supplier utilizes to Produce the Unmicronized Product.

3.2 Performance. Supplier shall either on its own or through an Affiliate supply the Intermediate F unless supplied by Purchaser in accordance with Section 3.15, and Product in accordance with the terms and conditions of this Agreement.

3.2.1 Supplier Facility. The Intermediate F and the Unmicronized Product shall be Produced at the Supplier Facility. If the Purchaser supplies Intermediate F in accordance with Section 3.15 then Intermediate F shall not be Produced by Supplier.

3.2.2 Compliance. Supplier shall perform its obligations hereunder in compliance with all Applicable Laws, and in a professional, workmanlike, diligent and timely manner.

3.2.3 Subcontracting. Other than an Affiliate or [***], or a mutually agreed upon Third Party micronizer, who will perform micronizing of Unmicronized Product into Product once manufacture is complete, which Supplier is expressly permitted to engage, Supplier will neither employ nor engage any contractor or subcontractor to perform any of Supplier's material obligations under this Agreement without Purchaser's prior written consent, such consent not to be unreasonably withheld or delayed. For purposes of clarification, Supplier shall not be required to obtain Purchaser's prior written consent to the extent Supplier retains the services of a Third Party to perform Supplier Facility maintenance services, equipment repair and calibration, or other ancillary services in support of its contractual obligations hereunder.

3.3 Project Managers. Within thirty (30) days following the Effective Date, each Party will appoint (and notify the other Party of the identity of) a representative to act as its project manager for their collaboration under this Agreement ("**Project Manager**"). The Project Managers will serve as the primary contact points between the Parties and will be primarily responsible for facilitating the flow of information, interaction and collaboration between the Parties under this Agreement. Each Party may replace its Project Manager on written notice to the other Party.

3.4 Batch Records. In the course of Producing the Product, Supplier, or designated Third Party micronizer, will generate Batch Records as appropriate. Upon request of Purchaser, Supplier shall make available a copy of all Batch Records to Purchaser as described in the Quality Agreement. Supplier will also provide Purchaser with any investigation or deviation reports related to Product for each Batch in accordance with the Quality Agreement. Investigations into process deviations must be approved by Purchaser in accordance with the Quality Agreement.

3.5 Minimum Purchase Obligation. During each Calendar Year of the Agreement beginning in 2025 Purchaser agree that it will purchase from Supplier (on a take or pay basis) [***] of Purchaser's and its Affiliates' annual global demand of Product from Route 5 and [***] of Purchaser's and its Affiliates' annual global demand of Product from Route 6 to meet its commercial demands for the manufacture of Final Product ("**Purchaser's Minimum Take or Pay Obligation**"). In the event that Purchaser fails to purchase Product in an amount that satisfies the Purchaser's Minimum Take or Pay Obligation in a Calendar Year, Purchaser agrees to pay to Supplier within sixty (60) days of the close of such Calendar Year, an amount equal to the (x) difference between the Purchaser's Minimum Take or Pay Obligation for such Calendar Year and the volume of Product Purchaser has purchased in such Calendar Year multiplied by (y) the then applicable Price for Product under this Agreement (**"Shortfall Payment"**). Failure by Purchaser to timely remit the Shortfall Payment to Supplier shall be considered a material breach of this Agreement. Notwithstanding the foregoing, Purchaser shall not be obligated to make any Shortfall Payment to the extent that any failure by Purchaser to meet Purchaser's Minimum Take or Pay Obligation in respect of any Calendar Year is attributable to actions or inactions of Supplier, including the unavailability or delay of shipments of Product, or delivery of Product to Purchaser that has not been accepted by Purchaser pursuant to Section 3.10 [Acceptance or Rejection of Product].

3.5.1 Certification of Purchase Amounts. Within thirty (30) days of the end of each Calendar Year during the Term, Purchaser shall deliver to Supplier a written report of the total kilograms of Product ordered by Purchaser from all sources for commercial sale, certified by Purchaser's Chief Financial Officer. If Purchaser fails to comply with its minimum purchase obligations set forth in Section 3.5 [Minimum Purchase Obligation] in any Calendar Year, Purchaser shall promptly pay Supplier the full Batch Price for all Batches that Purchaser should have purchased from Supplier pursuant to the allocation provisions set forth in Section 3.5.

3.5.2 Adjustment to Purchaser's Minimum Take or Pay Obligation. Route 6 Product Price and quantity tier levels set forth in Exhibit D are contingent on completion of a scale-up campaign (i.e. SOW 8) and will be amended as agreed by the Parties. In the event the Route 6 Product Price is increased by more than [***] from the Route 6 Product Price set forth in Exhibit D, excluding any increase attributable to any inflation Price Adjustments as defined in the 'Product Price Adjustment' section of Exhibit D, Purchaser shall have the right to renegotiate the Purchaser's Minimum Take or Pay Obligation to an allocation lower than [***] of Purchaser's and its Affiliates' annual global demand of Product from Route 6. Upon a request from Purchaser for an adjustment in the Purchaser's Minimum Take or Pay Obligation for Product from Route 6 in accordance with this Section 3.5.2, the Parties shall negotiate in good faith with respect to the appropriate percentage reduction.

3.6 Maximum Supply Obligation. During each Calendar Year of the Agreement beginning with 2025, Supplier agrees to Produce and supply Purchaser Product up to Supplier's maximum supply obligation volume as set forth in Exhibit C [Product Volumes and Binding Forecast] ("**Maximum Volume**") . In the event Purchaser desires volumes in excess of Supplier's annual maximum supply obligation as set forth in Exhibit C [Product Volumes] ("**Excess Volume**"), the Parties shall negotiate in good faith for such Excess Volume supply obligation to mutually agree upon whether Supplier shall be obligated to supply such Excess Volume upon the same terms and conditions; provided that Supplier in all events shall use Commercially Reasonable Efforts to supply any Product ordered by Purchaser in excess of the Maximum Volume, and in the event

that Supplier will be unable to timely supply any Product ordered by Purchaser in excess of the Maximum Volume then Purchaser may purchase the applicable quantity of Product from a Third Party rather than from Supplier.

3.7 Forecast, Purchase Orders and Delivery Dates.

3.7.1 Binding Forecast Volumes; Semi-Binding Forecast Volumes. Purchaser shall provide Supplier in writing a four (4) year forecast of its purchases of Product from Route 5 by January 17th, 2025. Thereafter, Purchaser shall provide Supplier with an updated forecast every three (3) months during the Term of this Agreement. The first three (3) Calendar Quarters of each forecast shall be binding on both Parties, subject to the terms of Section 3.7.2, Section 3.7.3 and Section 3.8 (the "**Binding Forecast**"), the next three (3) Calendar Quarters of each forecast shall be binding on both Parties to within +/- twenty percent (20%), subject to the terms of Section 3.7.2, Section 3.7.3 and Section 3.8 (the "**Semi-Binding Forecast**"), and the remaining thirty (30) months in each forecast shall be non-binding estimates. Subject to Section 3.6 [Maximum Supply Obligation], the Product from Route 5 volumes set forth in Purchaser's forecast shall not exceed Supplier's maximum annual supply obligation for Product from Route 5 as set forth in Exhibit C [Product Volumes].

3.7.1.1 The Purchaser shall submit a Purchase Order for the quantities of Product from Route 5 set forth in the Binding Forecast in accordance with Section 3.7.3, which Product shall be purchased on a take or pay basis. The Purchaser may not submit any Purchase Order for Product in a quantity less than [***] of Product, unless the Parties agree that a 'supplemental' Purchase Order may be submitted in accordance with Section 3.7.3 and agree that the quantity of such 'supplemental' Purchase Order may be for a quantity of Product that is less than [***].

3.7.1.2 The Purchaser may adjust the quantities of Product set forth in any Calendar Quarter of the Semi-Binding Forecast portion of each forecast by +/- twenty percent (20%) for so long as those quantities remain outside the period of the Binding Forecast, but once Purchaser makes any such adjustment: (a) the adjusted quantity shall serve as the reference point for any subsequent adjustment to the Semi-Binding Forecast for the applicable Calendar Quarter of the Semi-Binding Forecast; (b) the Purchaser shall be required to purchase at least an aggregate [***] of Product within the Calendar Year(s) covered by the Semi-Binding Forecast in which such adjustment is made; and (c) the Supplier's obligation to supply Purchaser with Product for the applicable Calendar Year(s) covered by the Semi-Binding Forecast in which such adjustment is made shall be reduced by the adjustment to the Semi-Binding Forecast (if the adjustment is a reduction), but shall remain subject to increase (not to exceed the applicable Maximum Volume) in the event Purchaser subsequently increases the Semi-Binding Forecast in accordance with this Section 3.7.1.2.

3.7.1.3 The Purchaser may also extend the Delivery Date for the quantity of Product from Route 5 set forth in any Calendar Quarter of the Semi-Binding Forecast portion of each forecast rather than reduce the quantity of Product set forth in

such Calendar Quarter of the Semi-Binding Forecast portion of each forecast; provided that (a) the Delivery Date for such Product shall not be extended by more than two (2) Calendar Quarters; and (b) while the adjustments described in Section 3.7.1.2(a)-(b) shall not apply to such extension, the Purchaser shall pay Supplier for the Product that is subject to such extension a Price increase of [***] from the Price for Product that is not subject to such extension, and shall make such adjustment when issuing the Purchase Order for the applicable volume of Product, to partially recover overhead for Supplier in respect to Product that is subject to such extension. For example, if the Product Price is [***]/kg prior to the Delivery Date delay request, the Purchase Order shall have Price of [***]/kg for the quantity delayed. The Purchaser may not seek to extend the Delivery Date for units of Product pursuant to this Section 3.7.1.3 more than once, but Purchaser may extend the Delivery Date of other units of Product whose Delivery Date has not been previously deferred in accordance with this Section 3.7.1.3. For avoidance of doubt, the Product quantity will remain in the same Calendar Quarter of the Semi-Binding Forecast and only the Delivery Date shall be extended, Product quantities will not shift into the non-binding portion of the forecast.

3.7.1.4 This Section 3.7.1 only applies to Product from Route 5. The Parties shall mutually agree upon the Binding Forecast, Semi-Binding forecast and non-binding forecast periods in respect of Product from Route 6 after the Production process for Product from Route 6 has been validated.

3.7.2 Delivery Dates. Within thirty (30) days of the receipt of a Binding Forecast, Supplier shall deliver to Purchaser a delivery schedule indicating the estimated Delivery Dates of Product subject to such Binding Forecast, which shall be within twenty four (24) months of the date Purchaser submits such Binding Forecast in respect of Route 5 Product. For the avoidance of doubt, such estimated Delivery Dates shall be within twenty four months from the applicable Calendar Quarter(s) of where the Product quantity appears in the Binding Forecast and not related to Purchase Order timing. Supplier shall use Commercially Reasonable Efforts to reduce delivery timing. In case of Route 6 manufacturing, Supplier will also provide Purchaser as part of the delivery schedule the required delivery timing for Purchaser Supplied Intermediate F to commence Intermediate G manufacturing.

3.7.3 Purchase Orders. Within thirty (30) days of the receipt of the delivery schedule from Supplier, Purchaser shall send Supplier a purchase order (each, a "**Purchase Order**") for Product in Purchaser's standard format to facilitate payment to Supplier. The Purchase Orders will contain the requested Delivery Date (month) for the Product, which shall not differ from the applicable estimated Delivery Date, as well as the estimated invoicing dates for such Product (based on the contents of the Supplier delivery schedule). The Purchaser shall send Supplier not more than one (1) Purchase Order every twelve (12) months, unless Purchaser and Supplier mutually agree on alternative Product Delivery timing with respect to submission of subsequent Purchase Orders on a basis that is more frequent than once every twelve (12) months. In ordering and delivering, the Parties shall use their standard ordering, invoicing, acknowledgment and/or shipping forms, but such forms shall be for the convenience of the Parties only, and nothing in those forms shall be construed as a modification or an amendment of the terms of this Agreement. In the

event of any inconsistency between the terms of a Purchase Order or any invoicing, acknowledgment and/or shipping form and this Agreement, the terms of this Agreement shall control, regardless of any provision to the contrary in any such Purchase Order or invoicing, acknowledgment and/or shipping form, and even if such Purchase Order or invoicing, acknowledgment and/or shipping form is dated later than this Agreement.

3.7.4 Acknowledgement of Purchase Orders. Supplier will acknowledge acceptance of all Purchase Orders within ten (10) Business Days following receipt. Supplier has the right to refuse a Purchase Order in the event and to the extent such Purchase Order is for a quantity of Product that exceeds the quantity set forth in the Binding Forecast most recently submitted for such month, or requests a Delivery Date earlier than the applicable estimated Delivery Date, or Purchaser submits more than one (1) Purchase Order in a twelve (12) month period, which additional/supplemental Purchase Order has not been mutually agreed by the Parties in accordance with Section 3.7.3.

3.8 Shortage of Supply. If Supplier is unable, or anticipates that it will not be able, to supply Purchaser's requirements for the Product as set forth in the then most recent Binding Forecast (a "**Shortage of Supply**"), Supplier shall promptly notify Purchaser in writing of the nature of the shortage and provide its best estimate of the duration of the delay. Supplier shall, at its own cost, use Commercially Reasonable Efforts to remedy any Shortage of Supply as soon as reasonably practicable and resume timely supplying Purchaser with ordered Product in accordance with the requirements to this Agreement. In the event of a Shortage of Supply that has not been fully remedied and continues in effect for a period exceeding six (6) months, Purchaser shall have the right at its sole option, in addition to any other rights or remedies that Purchaser may have under this Agreement or Governing Law, to elect to cancel (at no charge to Purchaser), in part, any outstanding Purchase Order under which Product that has not been Delivered because of such Shortage of Supply was ordered. Upon the occurrence of a Shortage of Supply, the Parties shall confer regarding the amount of Product that Supplier is able to supply Purchaser pursuant to a proposed Purchase Order prior to the date that Purchaser places any new Purchase Order, and Purchaser shall adjust the quantity of Product in the Purchase Order(s) it places during such Shortage of Supply accordingly, and with respect to any such Purchase Order modified pursuant to this Section 3.8 adjustment procedure, the Purchaser's Minimum Take or Pay Obligation under Section 3.5 of this Agreement shall be suspended until such time as Supplier notifies Purchaser that it is again able to supply Purchaser's requirements for the Product as set forth in the then most recent Binding Forecast; and the units of Product purchased by Purchaser from any Third Party to cover the units of Product that Supplier is unable to supply during such Shortage of Supply shall be treated as if purchased from Supplier for purposes of calculating the Price for Product and Purchaser's obligation with respect to the Shortfall Payment shall be reduced to account for the units of Product that Supplier is unable to supply during such Shortage of Supply if Purchaser does not purchase such units of Product from a Third Party. For the avoidance of doubt, in the event of a Shortage of Supply exceeding six (6) months, Purchaser shall have the right to have the amount of Product that Supplier is unable to supply Purchaser manufactured by a Third Party supplier rather than by Supplier, and may continue to use the Third Party supplier to supply the amount of Product that Supplier is unable to supply Purchaser until Supplier notifies Purchaser that it is again able to supply Purchaser's requirements for the Product as set forth in the then most recent Binding Forecast and substantiates such claim to Purchaser's reasonable satisfaction. .

3.9 Manufacturing Process and Delivery Terms. Supplier shall Produce Product in three invoicing steps (Intermediate F, Unmicronized Product, and Product) or two invoicing steps if Intermediate F is supplied by the Purchaser which shall be invoiced pursuant to Section 4.2.1 and Exhibit E:

3.9.1 Supplier shall Produce Intermediate F which shall be considered delivered when quality control releases the Intermediate F, Supplier provides Purchaser access to the Batch Records and test results; such access to be provided within ten (10) days following such release. Title to Int-F shall pass from Evonik to Madrigal upon release in accordance with the Quality Agreement, however risk of loss for INT-F shall remain with Evonik while in its custody. Domestic Terms of sale are FCA (Tippecanoe Warehouse).

3.9.2 Supplier shall then Produce Unmicronized Product (utilizing Intermediate F). Unmicronized Product shall be deemed delivered when quality control releases the Unmicronized Product and makes it available for shipment to [***], or a mutually agreed upon Third Party micronizer, at which time risk of loss and title of Unmicronized Product shall transfer to the Purchaser. The delivery terms for all Unmicronized Product shall be FCA Supplier's Facility as that term is defined in *Incoterms 2020*, *ICC Publishing S.A.*).

3.9.3 Supplier shall then engage [***], or a mutually agreed upon Third Party micronizer, to jet micronize Unmicronized Product. Once Unmicronized Product is delivered to [***] or a mutually agreed upon Third Party micronizer, [***] or such Third Party micronizer shall perform the jet micronization to create Product and send Supplier samples for final testing and release. Product will be deemed Delivered to Purchaser when Supplier quality control releases the Product and delivers to Purchaser the Certificate of Analysis for the Product in accordance with Section 3.10.3. The delivery terms for all micronized Product shall be EXW Supplier's Facility as that term is defined in *Incoterms 2020*, *ICC Publishing S.A.*).

3.10 Delivery of Intermediate F, unmicronized Product and Product.

3.10.1 Intermediate F. Upon completion of Production of Intermediate F, Supplier shall provide Purchaser with (i) a Certificate of Compliance and Batch Record for each batch confirming that such batch has been Produced in compliance with cGMP, and (iii) a Certificate of Testing confirming that each batch meets the intermediate F Specification (collectively, the "**Intermediate F Quality Documents**"). Purchaser shall have twenty (20) days from its receipt of the Intermediate F Quality Documents to review and raise concerns of non-compliance to cGMP or the Intermediate F Specifications.

3.10.2 Unmicronized Product. Upon Delivery of Unmicronized Product to [***] or a mutually agreed upon Third Party micronizer, Supplier shall provide Purchaser with (i) a Certificate of Compliance and Batch Record for each Batch confirming that such Batch has been Produced in compliance with cGMP, and (ii) a Certificate of Testing confirming that such Batch meets the Unmicronized Product Specification (collectively, the "**Unmicronized Product Quality Documents**"). Purchaser shall have ten (10) days from its receipt of the Unmicronized Product Quality Documents to review and raise concerns of non-compliance to cGMP or the Unmicronized Product Specifications.

3.10.3 Product. Not later than thirty (30) calendar days after [***] or a mutually agreed upon Third Party micronizer designated by Purchaser delivers Product and required

documentation to Supplier or its designee as directed by Purchaser, Supplier shall provide Purchaser with a Certificate of Analysis.

3.11 Acceptance or Rejection of Product.

3.11.1 Purchaser shall have fourteen (14) calendar days after receipt of the Product and the Certificate of Analysis for such Product and such additional documentation as is detailed in the Quality Agreement to inspect the Product to determine conformity with the Product Warranty set forth in Section 8.2 (the "**Inspection Period**"). Purchaser shall provide Supplier with notice of acceptance or rejection within the Inspection Period, and failure to notify Supplier of rejection during the Inspection Period shall be deemed acceptance of such Product (each event referred to herein as "**Acceptance**"). Upon Acceptance, Purchaser expressly waives any right to revoke Acceptance of such Batch of Product.

3.11.2 In the event Purchaser rejects Product during the Inspection Period, notice of rejection shall provide the quantities affected, the basis for the claim and other information reasonably necessary for Supplier to assess the claim. The Parties will engage in good faith efforts to review and resolve Purchaser's rejection. Purchaser shall only be entitled to reject Product for failure to meet the Product Warranty. Supplier will notify Purchaser within fourteen (14) calendar days of receipt of Purchaser's rejection notice whether Supplier agrees with or disputes the basis of Purchaser's rejection of Product.

3.11.3 If Supplier accepts Purchaser's basis for rejection of Product in accordance with the terms of this Agreement, Supplier shall, at Supplier's sole expense reprocess such rejected Product Batches as mutually agreed between Supplier and Purchaser, or if reprocessing is not feasible, Supplier shall, upon mutual agreement and as Purchaser's sole and exclusive remedy, either promptly (i) replace such nonconforming Product Batch in a timely manner at no additional cost, or (ii) if Supplier is not able to timely replace such nonconforming Product Batch within eighteen (18) months for Route 5 Product Batch and within (15) months for Route 6 Product Batch from date the Parties determine that reprocessing isn't feasible credit Purchaser's account for or refund the price invoiced for such nonconforming Product Batch (including reimbursement for any micronization services paid for pursuant to Section 4.2.1 and Exhibit E). Subject to 10.2 [Supplier's Limitation of Liability], the foregoing remedies shall be Purchaser's sole and exclusive remedy for any nonconforming Product.

3.11.4 If the Parties disagree whether the Product conforms with the Product Warranty, Purchaser will submit a sample of such Product and applicable documentation to an independent, Third Party laboratory (or other Third Party subject matter expert) mutually agreed upon by the Parties (where such consent shall not be unreasonably withheld or delayed) in the United States of America or Europe. Such Third Party laboratory (or Third Party subject matter expert) will determine whether such Product Batch conforms to the Product Warranty, and such determination shall be final, binding and determinative as to whether rejection of such Product batch was justified. Such testing shall be for the determination of financial liability only and shall not determine Purchaser's use of Product.

3.11.5 If the Third Party laboratory (or Third Party subject matter expert) concludes that a rejected Product met the Product Warranty, the Batch shall be deemed accepted by

Purchaser immediately and Purchaser shall: [a] pay the Price with respect to the previously rejected Product and any replacement Product Produced at its request to replace such previously rejected Product in accordance with this Agreement, and [b] bear all costs for laboratory testing, shipping and handling of lab sample, and laboratory sample disposal costs.

3.11.6 If the Third Party laboratory (or Third Party subject matter expert) concludes that a rejected Product failed to meet the Product Warranty, then Supplier shall, at Supplier's sole expense, [a] either reprocess such rejected Product Batch(es) as mutually agreed between Supplier and Purchaser, or if reprocessing is not feasible, Supplier shall, as Purchaser's sole and exclusive remedy, either promptly (i) replace such nonconforming Product Batch within eighteen (18) months from the date of such determination at no additional cost, or (ii) credit Purchaser's account for or refund the price invoiced for such nonconforming Product Batch (including reimbursement for any micronization services paid for pursuant to Section 4.2.1 and Exhibit E), and [b] reimburse Purchaser shipping and handling of the lab sample, and [c] bear all costs for laboratory sample disposal costs. Subject to 10.2 [Supplier's Limitation of Liability], the foregoing remedies shall be Purchaser's sole and exclusive remedy for any nonconforming Product. In the event Supplier and Purchaser mutually agree to reprocess the micronized Product, then Purchaser shall not destroy any Product received which Purchaser rejected until Purchaser receives written notification from Supplier that Supplier does not dispute that the Product fails to conform with Product Warranty and that Supplier does not request return of the Product. Upon authorization from Supplier to do so, Purchaser shall destroy the Product received in the rejected delivery promptly at Supplier's expense and provide Supplier with certification of destruction. Purchaser shall, upon receipt of Supplier's request for return, promptly return said Product to Supplier, at Supplier's cost. Supplier at its cost shall, after having an opportunity to analyze the Batch to determine any cause for its failure to conform to the Product Warranty, destroy such returned Product and shall certify to Purchaser such destruction.

Subject to Section 10.2 [Supplier's Limitation of Liability], nothing in this Section 3.11 shall limit the rights of Purchaser to seek damages or otherwise exercise its rights to remedies after acceptance of Product that fails to conform to the Product Warranty set forth in Section 8.2 if the nonconformity is a Latent Defect, provided that Purchaser provides Supplier with notice of such Latent Defect promptly after discovery thereof and prior to the date that is three (3) years after delivery of the Product by Supplier in accordance with Section 3.10.3.

3.12 Product Packaging. Supplier shall be responsible for directing [***], or a mutually agreed upon Third Party micronizer, to package the Product in accordance with the Quality Agreement effective July 31, 2023 between Supplier and [***] or the quality agreement that is entered into between Supplier and a Third Party micronizer and approved Master Batch Records.

3.13 Raw Materials and Equipment. Supplier shall be responsible for procuring all Raw Materials, Equipment, and resources needed for Producing the Product, with the exception of the Purchaser Supplied Intermediate F referred to in Section 3.15 (if applicable).

3.14 Safety Stock. Supplier shall within nine (9) months of its receipt from Purchaser of Purchaser's forecast for Calendar Year 2025 have a safety stock of each of the Raw Materials listed in Exhibit G ("**Safety Stock Materials**") in a quantity that is sufficient to Manufacture the quantity of

Product equal to the first two (2) Calendar Quarters of Purchaser's then most recent forecast, and thereafter throughout the Term Supplier shall maintain a safety stock of such Safety Stock Materials in a quantity that is equal to the quantity of Safety Stock Materials required to Produce the quantity of Product equal to the first two (2) Calendar Quarters of Purchaser's then most recent forecast (the "**Safety Stock**"). Supplier will use Safety Stock to supply Product ordered by Purchaser, and will maintain the appropriate level of Safety Stock by promptly replenishing that quantity of Safety Stock Materials used in such supply in accordance with this Section 3.14. If Purchaser has failed, for a period of two (2) consecutive Calendar Quarters to purchase a quantity of Product equal to or greater than the two (2) previous Calendar Quarters, then Supplier may reduce the Safety Stock to a level reflecting the reduction in actual purchases by Purchaser for such two (2) Calendar Quarter period. Unless mutually agreed to otherwise, Supplier will manage Safety Stock on a "First In, First Out" basis to fulfil Purchaser purchase orders for Product on a routine basis. Purchaser shall have the right to adjust Safety Stock levels from time to time. Notwithstanding the foregoing, if Safety Stock Materials become obsolete due to Purchaser's failure to order Product, Purchaser shall reimburse Supplier for the cost of such obsolete Safety Stock Materials, including but not limited to any related shipping or destruction costs. Supplier shall replenish its Safety Stock of Safety Stock Materials within ninety (90) days of use pursuant to this Section 3.14 (the "**Replenishment Period**"). Supplier shall within ten (10) days of the end of the Replenishment Period notify Purchaser in writing of its inability to replenish the Safety Stock.

3.15 Purchaser Supplied Intermediate F.

3.15.1 Purchaser shall have the option to supply (or have supplied) to Supplier, at Purchaser's cost, those quantities of Intermediate F that Purchaser determines are reasonably necessary for Supplier to Manufacture the quantities of Product that are ordered, which is [***] of the free form of Intermediate F for each [***] of Product, assuming 99% recovery during micronization (the "**Purchaser Supplied Intermediate F**"). Such Purchaser Supplied Intermediate F shall be delivered by or on behalf of Purchaser to the Facility accompanied by a certificate of analysis, for such Purchaser Supplied Intermediate F that provides full analytical results of such Purchaser Supplied Intermediate F and certifies (a) the conformity of such Purchaser Supplied Intermediate F to the specifications and (b) that manufacturing and release records of such Purchaser Supplied Intermediate F were reviewed by the supplier of such Purchaser Supplied Intermediate F and release of such Purchaser Supplied Intermediate F is in accordance with all applicable cGMP requirements. Purchaser shall ensure Purchaser Supplied Intermediate F arrives at Supplier facility no less than [***] days prior to the need date of Supplier to start manufacturing Intermediate G using Purchaser Supplied Intermediate F. Notwithstanding the delivery of the Purchaser Supplied Intermediate F to Supplier, as between the Parties, such Purchaser Supplied Intermediate F shall at all times remain the property of Purchaser. Purchaser shall notify Supplier whether it intends to use Purchaser Supplied Intermediate F for Product at the time Purchaser submits a binding Forecast for Product for which it intends to use such Purchaser Supplied Intermediate F.

3.15.2 Upon receipt of the Purchaser Supplied Intermediate F, Supplier shall perform testing as agreed in the Quality Agreement to confirm that such Purchaser Supplied Intermediate F meets specifications, and Supplier shall, within 30 days, notify Purchaser in writing of any obvious defects in the Purchaser Supplied Intermediate F.

3.15.3 All Purchaser Supplied Intermediate F supplied to Supplier shall be handled, stored and maintained by Supplier in accordance with Applicable Law (including cGMPs) and in a secured storage area and clearly marked and identified by Supplier as the property of Purchaser. Supplier shall not allow any pledge, lien, restriction, claim, charge, security interest and/or other encumbrance to be placed on the Purchaser Supplied Intermediate F. Unless otherwise consented to by Purchaser in writing, Supplier shall not obtain any Purchaser Supplied Intermediate F from any other source.

3.15.4 Unless otherwise consented to by Purchaser in writing, Supplier shall use the Purchaser Supplied Intermediate F solely and exclusively to Manufacture Product for Purchaser in accordance with this Agreement and for no other purpose. Supplier shall withdraw the Purchaser Supplied Intermediate F from storage for the performance of the Manufacturing activities under this Agreement and generally respecting the procedure of first expiry/first out. At the request and direction of Purchaser from time to time, Supplier shall return to Purchaser all or any portion (as requested by Purchaser) of unused inventory of Purchaser Supplied Intermediate F at Purchaser's cost for the shipping of such Purchaser Supplied Intermediate F to Purchaser or its designee. Such return shall be made EXW the Supplier Facility.

3.15.5 Supplier shall without undue delay notify Purchaser in writing whenever the inventories of Purchaser Supplied Intermediate F supplied by or on behalf of Purchaser become insufficient to Manufacture Product to meet the Delivery Dates specified in the applicable Purchase Orders placed by Purchaser under this Agreement. In addition, Supplier shall provide Purchaser with detailed usage reports of the Purchaser Supplied Material for each production lot which shall be provided in writing immediately after the applicable Batch is produced.

3.15.6 Purchaser shall without undue delay notify Supplier in writing whenever it is unable to supply sufficient quantities of Purchaser Supplied Intermediate F. If there is a shortage of Purchaser Supplied Intermediate F, Purchaser shall supply or cause available Purchaser Supplied Intermediate F to be supplied to Supplier with priority for Product to be sold in jurisdictions other than the U.S., having reference to Purchaser's purchase obligations in respect of Product under Section 3.5. In the event that Purchaser is unable to supply sufficient quantities of Purchaser Supplied Intermediate F, then Purchaser shall not be deemed to be in breach of this Agreement, and the sole and exclusive remedy of Supplier shall be that Supplier be relieved of its obligations to Manufacture and timely deliver those quantities of the Product ordered by Purchaser under this Agreement that Supplier is unable to Manufacture as a direct result of the failure of Purchaser to supply such quantities of Purchaser Supplied Intermediate F, until such time as sufficient quantities of Purchaser Supplied Intermediate F are supplied by or on behalf of Purchaser (provided, that, for clarity, Supplier shall still be obligated to Manufacture and supply any and all quantities of the Product ordered by Purchaser hereunder which can be Manufactured based on the quantities of Purchaser Supplied Intermediate F which have been provided, provided that the quantity is at or above the Minimum Order quantity as defined by Exhibit C). Purchaser agrees that it shall pay a percentage of the Price for such quantities that were not produced as a direct result of Purchaser's failure to timely supply necessary Purchaser Supplied Intermediate F, as liquidated damages in respect of Supplier's loss of reserved manufacturing capacity that could have been utilized for other purposes, provided Supplier utilizes Commercially Reasonable Efforts to utilize the

manufacturing capacity that is not utilized by Purchaser for other purposes. For the avoidance of doubt, the following timelines refer to the difference in delivery of Purchaser Supplied Intermediate F and the scheduled start date of Intermediate G at Supplier's Facility. The applicable percentage shall, be (i) [***]% of the Price if the notification of Purchaser's inability to supply the applicable quantity of Purchaser Supplied Intermediate F is provided to Supplier more than 365 days prior to the scheduled date of Manufacture of such Product; (ii) [***]% of the Price if the notification of Purchaser's inability to supply the applicable quantity of Purchaser Supplied Intermediate F is provided to Supplier more than 180 days but less than 365 days prior to the scheduled date of Manufacture of such Product; (iii) [***]% of the Price if the notification of Purchaser's inability to supply the applicable quantity of Purchaser Supplied Intermediate F is provided to Supplier more than 90 days but less than 180 days prior to the scheduled date of Manufacture of such Product; and (iv) [***]% of the Price if the notification of Purchaser's inability to supply the applicable quantity of Purchaser Supplied Intermediate F is provided to Supplier less than 90 days prior to the scheduled date of Manufacture of such Product. For the avoidance of doubt, in the event of a shortage of Purchaser Supplied Intermediate F, Supplier shall utilize the then available Safety Stock of Intermediate F (if any) before seeking a remedy under this Section 3.15.6.

3.15.7 Purchaser shall provide to Supplier material safety data sheets relating to the Purchaser Supplied Intermediate F, and other similar information known to Purchaser relating to handling, safety and environmental precautions with respect to the Purchaser Supplied Intermediate F, in each case, to the extent in Purchaser's possession. It is the sole responsibility of the Supplier to communicate such information to its employees, agents, and representatives engaged in Manufacturing of Product.

3.16 Storage. Supplier shall, in accordance with the Applicable Law (including cGMPs), and Product Specifications (including the Intermediate F Specification and the Unmicronized Product Specification), maintain adequate storage accommodations for all of the Raw Materials, Intermediate F, Unmicronized Product, Product, and any other materials or products reasonably requested by Purchaser. Supplier shall notify Purchaser immediately whenever the inventories of Raw Materials become insufficient to Produce the Product to meet the Delivery Date(s).

3.17 Waste. Supplier shall be solely responsible for maintaining safety procedures in connection with the Production of Product and for the generation, treatment, storage and/or disposal of Waste relating thereto, all of which shall comply with Applicable Law, including all applicable environmental and occupational safety and health requirements in the jurisdiction of the Facility.

3.18 Exclusivity. During the Term, and subject to Purchaser's annual compliance with its purchase obligations set forth in Section 3.5, and for a period of [***] following termination or expiration of this Agreement, Supplier shall Manufacture and supply Intermediate F, Unmicronized Product, and the Product exclusively for Purchaser and [***].

3.19 Quarterly Business Review Meetings. The Parties shall conduct a Quarterly Business Review meeting on a Calendar Quarter basis during the Term to exchange information to enable the Parties to review and discuss topics of interest, including but not limited to the following issues: (i) general business update; (ii) Quality performance and any open corrective actions; (iii)

Delivery performance and any open corrective actions; (iv) Forecast and capacity review, including the acquisition of Materials; and (v) other existing and planned projects.

Article 4 PRODUCT PRICE.

4.1 Product Price. The price of Product ordered by Purchaser under this Agreement shall be as set forth in Exhibit D [Product Pricing] based upon the aggregate quantity of Product subject to Purchase Orders submitted by Purchaser in each Calendar Year (the "**Price**").

4.2 Invoicing and Payment.

4.2.1 Invoicing Event. Supplier shall submit an invoice to Purchaser in accordance with the invoicing schedule for Product as set forth in Exhibit E [Invoicing Schedule] at the address and to the attention of the person identified by Purchaser on the firm Purchase Order for all Product hereunder. Evonik will invoice [***].

4.2.2 Payment Terms. Payment is due from Purchaser in full within [***] days of the date of invoice and starting in calendar year 2025 must be made by electronic funds transfer (ACH (Automated Clearinghouse) payment. Purchaser shall use its best efforts to pay all Supplier invoices submitted to Purchaser between November 17th and December 1st within the Calendar Year, and will pay all such invoices submitted during this time period up to an aggregate [***] within such Calendar Year.

4.2.3 Late Interest. If Supplier does not receive payment of any sum due to it on or before the due date, simple interest shall thereafter accrue on the sum due to Supplier until the date of payment at the per annum rate of two percent (2%) over the then-current prime rate quoted by Citibank in New York City or the maximum rate allowable by Governing Law, whichever is lower.

4.2.4 Remedies for Nonpayment. If at any time, Purchaser fails to pay an invoice that is not being disputed in accordance with Section 4.3 when due or if Purchaser exceeds its then existing credit limit as decided by Supplier, Supplier may refuse shipment until all invoices not being disputed in accordance with Section 4.3 are paid and/or change future payments terms, including requiring full payment of all of Purchaser's outstanding invoices and/or requiring pre-payment for all future deliveries of Product.

4.3 Disputed Payments. In the event Purchaser desires to dispute in good faith any invoice, or item(s) under any invoice, Purchaser will provide Supplier with written notice setting forth the details of the disputed invoice or item(s) and the amount in question within [***] days of receipt of such invoice. Purchaser will timely pay to Supplier any other undisputed amounts on any such invoice. The Parties will work together, in good faith, to resolve such dispute within thirty (30) days after such notice of dispute is sent. Purchaser's failure to pay an invoice or item of an invoice that it disputes in good faith shall not constitute a material breach under this Agreement. If, notwithstanding such efforts, the Parties are unable to resolve a dispute within such thirty (30) calendar day period, the Parties shall resolve such dispute pursuant to the provisions of Article 14. In the event the Parties have not resolved such a dispute within the thirty (30) day period set forth above and escalate such dispute for resolution pursuant to the provisions of Article 14, Supplier shall have the option to suspend work under this Agreement until the dispute is resolved. If any

such dispute is resolved in Supplier's favor, Purchaser shall be responsible for the payment of interest on the amount(s) that were in dispute in accordance with Section 4.2.3.

4.4 Tax. The Product Price specified in this Agreement excludes any sales, use, excise, or similar taxes, and of any export and import duties, which may be levied as a result of the manufacture and shipment of the Product. Purchaser shall reimburse Supplier or Supplier's Affiliate for all applicable taxes, customs, duties, levies, tariffs or similar charges of any kind (including withholding or value added taxes) imposed by any federal, state, provincial, local, or other governmental entity for Product provided under this Agreement within [***] days of Supplier's invoice for such amounts, excluding taxes based upon Supplier's income. Supplier shall cooperate with Purchaser to minimize any VAT, import or export duties or other taxes that would be imposed for Product provided hereunder. Each Party shall fully cooperate with the other Party, and provide assistance to an extent reasonably practicable and available documentation to secure a lower rate of withholding tax under any applicable tax treaties, to claim a refund and/or credit for any such withholding tax, or if otherwise required in response to any tax audit by regulatory authorities.

4.5 Continuous Improvement Program. Supplier shall use Commercially Reasonable Efforts to identify and implement (and accept input from Madrigal regarding) continuous cost, quality and Madrigal service improvement programs by (i) seeking productivity improvements, (ii) minimizing waste and improving Product yields, (iii) purchasing quality Materials at lower cost, (iv) improving Manufacturing processes within the validated parameters for Product, (v) streamlining organizational processes, and (vi) reducing cycle times and lead times, with such cost improvement objectives obtained, determined or measured, among other things, by reference to industry or competitive developments (collectively, the "**Continuous Improvement Program**"). Progress against objectives shall be measured quarterly. The Parties shall as part of the Quarterly Business Review Meetings pursuant to Section 3.20 discuss and use Commercially Reasonable Efforts to agree on (a) objectives for the Continuous Improvement Program, which will include specific objectives for each calendar year; and (b) the means of measuring and implementing the results of the Continuous Improvement Program. Supplier shall use Commercially Reasonable Efforts to achieve the agreed objectives and targets identified for the relevant period. The up-front costs for any such agreed upon development improvements shall be apportioned between the Parties by mutual agreement. The net benefits of cost reductions and improved efficiencies shall be shared equally by the Parties, after first settling any disproportionate up-front cost allocation, and allocated to Madrigal via reductions to the Supply Price under this Agreement. In such case, the Parties shall use Commercially Reasonable Efforts to discuss and agree on the amount of such reductions to the Supply Price.

4.6 Annual True Up. Within [***] days prior the end of each Calendar Year, the Parties shall calculate the actual amount of Product ordered for delivery in such Calendar Year under this Agreement. If the actual amount of Product ordered for delivery in such Calendar Year is different than the amount of Product forecasted for such Calendar Year, and as a result of such difference, a different price per metric ton should have been used to calculate the Price based on the sum total of such actual metric tons of Product ordered under this Agreement in such Calendar Year, the Parties shall recalculate the Price, and Purchaser or Supplier, as applicable, shall issue an invoice or credit memo in the amount necessary to reconcile the difference between the Price paid by Purchaser based on the forecasted metric tons of Product to be ordered and the actual metric tons of Product ordered by Purchaser during such Calendar Year.

Article 5 QUALITY & REGULATORY OBLIGATIONS.

5.1 Quality Control. Supplier shall ensure that all Product Produced for supply to Purchaser pursuant to this Agreement maintains and follows the quality control and testing program set forth in the Quality Agreement. As set forth in the Quality Agreement, each amount of ordered Product Delivered to Purchaser hereunder shall be accompanied by (i) a written Certificate of Analysis (as defined in the Quality Agreement), and (ii) a written Certificate of Compliance (as defined in the Quality Agreement).

5.2 Changes and Change Control.

5.2.1 Changes. All changes requiring Purchaser prior written consent shall be handled in accordance with the obligations set forth in the Quality Agreement.

5.2.2 Certain Changes Part 1. Notwithstanding anything herein to the contrary or in the Quality Agreement, except as otherwise agreed to by Purchaser in writing or as may be required to comply with the Applicable Law (including cGMPs), Supplier shall not amend, change, or supplement any of the following without Purchaser's prior written consent: (1) the Product Specifications, including the Intermediate F Specification and the Unmicronized Product Specification; (2) the Raw Materials; (3) the specifications for Raw Materials that have regulatory impact (e.g., specification as listed in the Regulatory Filing(s)) or the potential for quality impact on the Product or the Final Product; (4) the source of Raw Materials that have regulatory impact (e.g., supplier is listed in the Regulatory Filing(s)) or the potential for quality impact on the Product or the Final Product; (5) the equipment and machinery, other than in-kind replacements, used in the Production of Product that have a direct impact on the quality of the Product; (6) the test methods used in connection with the Production of Product that have regulatory impact (e.g., method is listed in the Regulatory Filing(s)) or the potential for quality impact on the Product; or (7) the process for Producing Product or Intermediate F or Unmicronized Product or Raw Materials. Any change described in this Section 5.2.2 shall, in each instance, comply with the Applicable Law (including cGMPs) and shall be made in accordance with the Quality Agreement.

5.2.3 Required Changes. In the event that Supplier is required to implement any change described in Section 5.2.2 in order to comply with Applicable Law (including cGMPs) or such change is otherwise agreed to by Purchaser in writing, Supplier shall: (x) pursuant to the Quality Agreement, notify Purchaser of such change and use Commercially Reasonable Efforts to implement such change as soon as reasonably practicable; (y) be responsible, at Supplier's expense, for ensuring that all Product Produced following such change meets the applicable Product Specifications (including the Intermediate F Specification and the Unmicronized Product Specification) and the Product quality and yields achieved during the period before such change is implemented; and (z) provide Purchaser with all information with respect to the Production of the Product in connection with such change needed to amend any Regulatory Filings (including NDAs) maintained with respect to the Product or Final Product. To the extent permitted by Applicable Law, Supplier shall continue to supply Purchaser with Product approved under any Purchaser's existing Regulatory Filings (including NDAs), as applicable, for the subject Product until such time as the Product Produced following such change is permitted under the amended Regulatory Filings therefor. In the event that Supplier

intends to change any of the foregoing, Purchaser shall work in a timely fashion to provide any required response to Supplier.

5.2.4 Costs. Prior to implementing any change pursuant to Section 5.2.1, 5.2.2 or 5.2.3, the Parties shall agree on the reasonable costs thereof; provided that Supplier shall use Commercially Reasonable Efforts to mitigate the costs thereof. Notwithstanding the foregoing, (i) if the change is required by Applicable Law and such required change benefits the Production of the Product, as well as the manufacture of other products by Supplier at the Facility, then Purchaser shall be responsible for reimbursing Supplier for a proportionate share of the costs (based on the relative benefits to the Product and the benefits to other Supplier products taking into account the remaining duration of the Term), and in the event that the Parties disagree as to such costs or such proportionate share, the matter shall be resolved in accordance with Section 14.1 (and in making its determination the Parties shall take into account the remaining duration of the Term), (ii) if the change is required for the Product and is not required for other products manufactured at the Facility, then Purchaser shall be responsible for reimbursing Supplier for all costs of such change, and (iii) in all other cases, Supplier shall bear all costs of such change.

5.2.5 Discretionary Changes. In the event that either Party desires to propose discretionary changes (i.e., changes which are not required by cGMPs or other Applicable Law) during the Term to the Product Specifications or to the process for the Production of Product or Intermediate F or Unmicronized Product (in each case, which discretionary changes would otherwise require consent as set forth in Section 5.2.1) including, but not limited to, validation of the process in alternative production equipment, the Parties shall discuss such discretionary changes and any manufacturing issues identified by either Party in connection with implementing such change. In all cases, such discretionary changes shall be made in accordance with any change control procedures in the Quality Agreement to the extent applicable. The provisions of Sections 5.2.2 and 5.2.3 shall apply with respect to implementing any such discretionary change. Notwithstanding the foregoing, in all cases, the Product Specifications (including the Intermediate F Specification and the Unmicronized Product Specification) may be amended or supplemented from time to time by Purchaser upon written notice to Supplier in accordance with any change control procedures in the Quality Agreement. Unless otherwise agreed, all costs associated with Purchaser requested discretionary changes shall be the responsibility of Purchaser, and the Price shall be adjusted to reflect changes in Supplier's actual cost to Produce the Product caused by such discretionary changes.

5.2.6 Production at Facility. Supplier may not relocate Production of Product from the Facility without Purchaser's prior written consent (in its sole discretion, not to be unreasonably withheld). Any such relocation of the Production of Product shall comply with the Applicable Law (including cGMPs) and shall be made in accordance with Sections 5.2.2 and 5.2.3, and the Quality Agreement, to the extent applicable. Without limiting the foregoing, in the event that Supplier desires to relocate the Production of Product (including Intermediate F and/or Unmicronized Product), the Parties shall discuss any amendments to this Agreement as reasonably requested by Purchaser or Supplier (as the case may be), including but not limited to (i) the Delivery terms, (ii) provisions related to transfer of title, in each case, to take into account the relocation of such activities, and (iii) the procedures to be followed to secure any Regulatory Approvals required by in

connection with such relocation. Supplier shall be responsible for Supplier's costs of any relocation and any Product cost increase in connection with such relocation. For avoidance of doubt, Supplier shall not be responsible for any Purchaser incurred costs as a result of the relocation.

5.3 Person in Facility. Purchaser may have a mutually agreed to number of representatives present during mutually agreed stages of the Production of Product for the purposes of observing and documenting Production of the Product. During such time, such representatives shall have access to those portions of the Facility where Product is Produced and to the activities being undertaken with respect to the Production of Product. Any Purchaser representatives who are present at the Facility shall comply with Supplier's site regulations and rules and shall conduct themselves in a manner that minimizes disruptions of operations at the Facility or distractions to personnel performing such operations. Purchaser shall not be obligated to pay Supplier for such visits. For clarity, the Person(s) so appointed by Purchaser shall remain an employee(s)/representatives of Purchaser and there shall not be created any form of employer/employee relationship with Supplier.

5.4 Samples. Upon Purchaser's request, Supplier will provide to Purchaser, at no additional cost, samples of Product, Unmicronized Product and/or Intermediate F from a Purchaser-specified Batch in quantities and sizes reasonably requested by Purchaser, for inspection, testing and analysis. Supplier will ship such samples, at Purchaser's cost, as requested by Purchaser to a Purchaser designated address. A sample schedule will be agreed in advance of the scheduled manufacturing campaign.

5.5 Regulatory Applications for Final Product. As between the Parties, Purchaser (or its Affiliate or licensee) shall have the exclusive right to prepare and submit any and all regulatory applications and registrations regarding any Final Product. Any and all such regulatory applications and registrations regarding such Final Product will be owned solely by and held in the name of Purchaser (or its Affiliate or licensee, as applicable). Purchaser shall have the right to list Supplier as a manufacturer of the applicable Product on any regulatory applications or registrations regarding the Final Product to the extent required or appropriate under Applicable Law. Supplier shall have no rights in or to any such regulatory application or registration, or any approvals obtained thereon.

5.6 Adverse Event Reporting. As between the Parties, it is understood and agreed that Purchaser shall have the sole right and responsibility for reporting any adverse events relating to the Product or Final Product to the applicable and appropriate Governmental Authorities or Regulatory Authorities. Supplier shall provide Purchaser all reasonable assistance in complying with such reporting requirements, at Purchaser's expense. In the event that Final Product is subject to a recall, market withdrawal, or correction (collectively "**Recall**"), whether instituted at the request of a Governmental Authority or Regulatory Authority or voluntarily instituted by Purchaser, Purchaser shall be responsible for such Recall. Supplier shall cooperate with Purchaser in connection with such Recall as required by Purchaser, provide requested supportive documentation, and act in accordance with Applicable Law. Purchaser shall bear the cost of such Recall and Purchaser shall reimburse Supplier for reasonable out of pocket expenses incurred by Supplier in connection with such Recall; provided, that in the event a Product Recall is the result of a Product Warranty issue as to which Supplier is obligated to provide indemnification under Section 9.2, Supplier shall reimburse Purchaser for (a) all reasonable costs associated with the Recall of Final Product, including the Price for such Product and (b) all reasonable and

documented expenses incurred in connection with such Recall, in each case subject to the limitation of liability provisions set forth in Section 10.2 of this Agreement.

5.7 Regulatory Authority Inspection. Pursuant to the Quality Agreement, Supplier shall notify Purchaser in writing in the event that Supplier is notified of any proposed visit or inspection by any governmental authority, including, any Governmental Authority or Regulatory Authority or any environmental regulatory authority if such visit or inspection is related to Product. Purchaser shall have the right to be onsite during the visit or inspection, but shall not be allowed to participate in the inspection. Supplier shall promptly furnish Purchaser with copies of all reports, documents or correspondence with respect to any Governmental Authority or Regulatory Authority requests or inspections of the Facility related to the Production of the Product, including but not limited to any Form 483 or Establishment Inspection Report (EIR) relating to the Production of the Product. Supplier shall also provide Purchaser any proposed corrective actions, responses and other changes arising out of such review or inspection by such Governmental Authority or Regulatory Authority that is related to the Product. Purchaser shall have the right to review any corrective actions, responses and other changes before a formal submission to Governmental Authority or Regulatory Authority.

5.8 Notification of Regulatory Authority Action. Pursuant to the Quality Agreement, each Party shall notify the other Party of any information such Party receives regarding any threatened or pending action by any Governmental Authority or Regulatory Authority that has the potential to impact Product supplied to Purchaser hereunder. Upon receipt of any such information, the Parties shall consult in an effort to arrive at a mutually acceptable procedure for taking appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Governmental Authority or Regulatory Authority or take other action that it deems to be appropriate or required by Applicable Law.

5.9 Notification of Out of Specification or Out of Trend. Pursuant to the Quality Agreement, Supplier shall notify the Purchaser of any Out of Specification or Out of Trend (upon stability testing) in accordance with the Quality Agreement. Upon receipt of any such information, the Parties shall consult in an effort to arrive at a mutually acceptable procedure for taking appropriate action.

5.10 Annual Product Reviews. Supplier will, at its cost, perform annual product reviews for the Product in accordance with 21 CFR Part 211.180(e) and the Quality Agreement. Purchaser shall have the right to review the Annual Product Review prior to finalization. Upon completion of reviews Supplier will provide a copy of such reviews to Purchaser as detailed in the Quality Agreement.

5.11 Labelling. Supplier will comply with all specified labelling as to the Product and each component and container as required by Purchaser.

5.12 Records. Pursuant to the Quality Agreement, Supplier shall retain all Records related to (a) the Production of Product, including Intermediate F and Unmicronized Product, for a period of not less than ten (20) years from the date of Production of each Batch of Product to which said records pertain (or such longer period as required by Applicable Law); and (b) the Production of Validation Batches (if any) until Product is no longer marketed (or such longer period as required by Applicable Law).

5.13 Audit Rights. The Records shall be open to inspection and subject to audit, during normal working hours (but not more than once per every two (2) Calendar Years except in the case of emergency or for-cause (and for clarity, cause may include a Supply Interruption) in which case such once per every two (2) year limit shall not apply) by Purchaser or its authorized representative (a) as required by governmental authorities or (b) as may be desirable by Purchaser for any other valid business purpose related to verification of Supplier's compliance with its obligations under this Agreement. For the purpose of such audits, inspections, examinations and evaluations, Purchaser or its authorized representative shall have access to such Records beginning on the Effective Date. In addition, Supplier shall provide adequate and appropriate workspace for Purchaser or its authorized representatives to conduct such audit. Purchaser and/or its authorized representative will be required to follow all rules, regulations and standard operating procedures of Supplier when on site. Purchaser or its authorized representative shall give Supplier at least sixty (60) days advanced written notice of an intent to audit (except in the case of emergency or for-cause). Supplier may require that any Person performing an audit on Purchaser's behalf, including, but not limited to, an employee of Purchaser, execute a confidentiality agreement in a form reasonably acceptable to Supplier.

5.14 Regulatory Matters. Supplier shall cooperate with Purchaser as reasonably requested and mutually agreed with respect to Regulatory Filings regarding the Product. Without limiting the foregoing, Supplier shall use reasonable efforts to address any questions or requests of Purchaser regarding the Batch Records, reports, analysis, and documentation generated in connection with the activities conducted by Supplier hereunder, which may be subject to an additional cost to Purchaser, depending on the extent of work required. Upon Purchaser's request and at Purchaser's cost, Supplier shall compile Records and other relevant documents reasonably requested by Purchaser regarding Product that may be necessary for preparing Regulatory Filings or communicating with Regulatory Authorities relating to the Product or the Final Product.

5.15 Quality Agreement. The Parties shall enter into a Quality Agreement with respect to the Production of Product within three (3) months of the Effective Date, but in any event prior to the Production of Product for commercial purposes. Upon execution, such Quality Agreement shall be appended to this Agreement as Exhibit F.

Article 6 INTELLECTUAL PROPERTY.

6.0 Background IP & Foreground IP. The Parties acknowledge that the Background IP of each of Purchaser and Supplier is and will remain the separate property of Purchaser or Supplier, as the case may be and are not affected by this Agreement. Except as expressly permitted under this Agreement, neither Party shall have any claims to or rights in or to such separate Background IP of the other Party.

6.1 Use of Supplier IP and/or Supplier Process Technology. To the extent any Supplier Background IP Supplier Process Technology or Supplier Foreground IP (collectively, "**Supplier IP**") is embodied in or incorporated into the manufacturing process for the Product Produced by Supplier and delivered to Purchaser hereunder, Supplier hereby grants to Purchaser an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide, transferable (in accordance with Section 15.8) license, including the right to sublicense, under such Supplier IP, for the purpose of using, selling, offering for sale, importing or otherwise exploiting the Product or Final Product.

For clarity, the Parties agree that Purchaser shall have no royalty or other downstream payment obligations to Supplier with respect to any Product manufactured and delivered by Supplier to Purchaser pursuant to this Agreement, whether or not Supplier IP is utilized for the Production of such Product.

Further, regardless of whether a Supplier IP License Agreement is ever fully- executed, Purchaser will at all times have the right, without any condition or obligation to Supplier, to manufacture any Product, Unmicronized Product or Intermediate F, or to have any Third Party manufacture Product, Unmicronized Product or Intermediate F on behalf of Purchaser, in each case without limitation, so long as no Supplier IP is used in connection with such manufacture.

6.2 Ownership of Foreground IP. All Purchaser Background IP, Purchaser Foreground IP and General Foreground IP will be the sole and exclusive property of Purchaser. Subject to Section 6.1, Supplier shall promptly and fully disclose to Purchaser in advance any Supplier Background IP or Supplier Foreground IP that is proposed for use in connection with the Product, and any such use shall be conditioned upon the express written consent of Purchaser's General Counsel. Supplier hereby assigns to Purchaser all right, title and interest in and to all Purchaser Foreground IP and General Foreground IP. Supplier will, at Purchaser's expense, perform any and all acts necessary to assist Purchaser in preparing and filing any patent applications and enforcing any patents covering Purchaser Foreground IP and General Foreground IP, or in otherwise perfecting its rights thereto. Supplier will, at Purchaser's expense, execute all documents and perform all acts deemed reasonably necessary by Purchaser to evidence Purchaser's ownership of the Purchaser Foreground IP and General Foreground IP. Supplier will retain ownership of any Supplier Background IP and all Supplier Foreground IP that, in each case, is embodied in the Product or the manufacturing process for the Product, subject to the terms of this Agreement. Notwithstanding the foregoing, Purchaser has the rights under such Supplier Background IP and Supplier Foreground IP in accordance with the terms of this Agreement, including Section 6.1 hereof.

6.3 Use of Foreground IP.

6.3.1. Purchaser Background IP and Purchaser Foreground IP. Purchaser will grant to Supplier a worldwide, non-exclusive, revocable, non-transferable, sublicensable, royalty-free license to use the Purchaser Background IP and Purchaser Foreground IP, in each case, solely for the Production of Product or performance of Supplier's other obligations required pursuant to this Agreement.

6.3.2. General Foreground IP. Purchaser shall, and it hereby does, grant to Supplier a non-exclusive, worldwide, royalty-free, fully-paid, irrevocable, perpetual license, including the right to sublicense, under the General Foreground IP to manufacture any substance that is a Non-Competing Substance. "**Non-Competing Substances**" shall mean any substance other than: (a) any Product; and (b) any substance, including but not limited to any active pharmaceutical ingredient or medicinal agent, that is being researched, developed or commercialized for the treatment of (i) non-alcoholic steatohepatitis (NASH) or non-alcoholic fatty liver disease (NAFLD) (each such active pharmaceutical ingredient or medicinal agent, a "**Primary Competing Substance**") or (ii) any cardiovascular disease or metabolic disease other than a Primary Competing Substance (each such active pharmaceutical ingredient or medicinal agent, a "**Secondary Competing Substance**"). Neither Supplier nor any of its Affiliates shall use or apply any

General Foreground IP in the manufacture of any substance other than a Non-Competing Substance. Notwithstanding the foregoing, upon expiration of a period of two (2) years after expiration or termination of this Agreement, Supplier and its Affiliates may apply the Foreground IP in the manufacture of Secondary Competing Substances.

6.3.3. Supplier Foreground IP. Use of Supplier Foreground Technology is addressed under Section 6.1.

6.4 Third Party Cloud Storage Services. Supplier may utilize Third Party cloud storage providers or other Third Party hosted service providers ("**CSP**") in relation to the Production of Product hereunder, provided that Supplier shall notify Purchaser of the proposed CSP and establish a written relationship with CSP with terms and conditions consistent with the terms and conditions of this Agreement as related to the Production hereunder. Supplier shall, at all times, remain liable for the performance of the CSP.

6.5 Work at Third Party Facilities. Except as otherwise permitted under this Agreement, Supplier will not use any Third Party facilities or intellectual property in the Production of Product without Purchaser's prior written consent.

6.6 Representatives. The obligations of this Article 6 shall apply to Supplier's agents, employees, representatives, subcontractors, and Affiliates involved in the Production of Product to be performed hereunder.

Article 7 CONFIDENTIALITY.

7.1 Definition of Confidential Information.

7.1.1 For purposes of this Agreement, "**Confidential Information**" of a Party shall mean all non-public or proprietary information or materials disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or its Affiliate, whether disclosed orally or in writing or other tangible medium, including information relating to the matters which are the subject of this Agreement including any and all copies, replication or embodiments thereof. All Purchaser Background IP, Purchaser Foreground IP and General Foreground IP, whether disclosed by Purchaser or its Affiliates to Supplier or its Affiliates or developed under this Agreement, shall be the Confidential Information of Purchaser and not of Supplier, with Purchaser considered the Disclosing Party and Supplier considered the Receiving Party. All Supplier IP, whether disclosed by Supplier or its Affiliates to Purchaser or its Affiliates, owned by Supplier prior to the Effective Date, or developed under this Agreement shall be the Confidential Information of Supplier, and not of Purchaser, with Supplier considered the Disclosing Party and Purchaser considered the Receiving Party. All Batch Records shall be the Confidential Information of Purchaser and not of Supplier, with Purchaser considered the Disclosing Party and Supplier considered the Receiving Party; provided that any Supplier Background IP incorporated in such Batch Records shall remain Supplier Confidential Information and not Purchaser Confidential Information. The terms of this Agreement shall be deemed the Confidential Information of both Parties with each Party being considered the Receiving Party.

7.1.2 Confidential Information shall not include and the confidentiality obligations hereunder shall not apply to information of the Disclosing Party which:

7.1.2.1 is now, or hereafter becomes, generally available to the public through no fault of the Receiving Party, or its Affiliate, or any entity that obtained such information or materials from the Disclosing Party;

7.1.2.2 the Receiving Party or its Affiliate already possesses, as evidenced by its written records, prior to receipt thereof from the Disclosing Party;

7.1.2.3 is obtained without restriction from a Third Party that had the legal right to disclose the same to the Receiving Party or its Affiliate; or

7.1.2.4 has been independently developed by the Receiving Party or its Affiliate without the aid, application or use of any Confidential Information of the Disclosing Party, as demonstrated by competent written records.

7.2 Obligations of Confidentiality. During the Term of this Agreement and for a period ending ten (10) years after termination of this Agreement, each Receiving Party shall: **(a)** keep in confidence Confidential Information of the Disclosing Party; **(b)** not use such Confidential Information for any purpose except as permitted by this Agreement; and **(c)** not disclose such Confidential Information to anyone other than those of its Affiliates, sublicensees, prospective sublicensees, employees, consultants or agents who are bound by written obligations of nondisclosure and non-use no less stringent than those set forth in this Section 7.2 and to whom such disclosure is necessary in connection with such Receiving Party's activities as contemplated in this Agreement. Each Receiving Party shall ensure that such Party's Affiliates, sublicensees, prospective sublicensees, employees, consultants and agents comply with these obligations. Each Receiving Party shall notify the Disclosing Party promptly on discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Each Receiving Party shall be responsible to the Disclosing Party for any breach of this Article 7 by any Person to whom such Receiving Party is permitted to disclose the Disclosing Party's Confidential Information in accordance with Section 7.3 or Section 7.4.

7.3 Permitted Disclosure. Notwithstanding the provisions of Section 7.2, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is **(a)** made in response to a valid order or subpoena of a court of competent jurisdiction or other governmental body of a country or any political subdivision thereof of competent jurisdiction; provided, that Receiving Party provides the Disclosing Party with prior written notice of such disclosure (if not prohibited by law) in order to permit the Disclosing Party to seek a protective order or other confidential treatment of such Confidential Information; and provided further that any Confidential Information so disclosed will be limited to that information that is legally required to be disclosed in such response to such court or governmental order or subpoena; **(b)** otherwise required by Applicable Law; provided, that Receiving Party provides the Disclosing Party with prior written notice of such disclosure (if not prohibited by law) in order to permit the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information; and provided further that any Confidential Information so disclosed will be limited to that information that is legally required by Applicable Law to be disclosed; **(c)** made by the Receiving Party to a Regulatory Authority, as required to obtain or maintain Regulatory Approvals; provided that reasonable efforts shall be used to ensure confidential treatment of such

Confidential Information; **(d)** made by the Receiving Party to a Third Party as may be necessary or useful in connection with the commercialization of Final Product (including the manufacture of Final Product); provided the Third Party is bound by written confidentiality obligations no less protective that those set forth in this Agreement; **(e)** made by Receiving Party to a U.S. or foreign tax authority to the extent legally required by Applicable Law to be disclosed; **(f)** made by Receiving Party to its representatives or to Third Parties in connection with sublicensing or financing activities of the Receiving Party; provided that the Third Party is bound by written confidentiality obligations no less protective that those set forth in this Agreement; or **(g)** made in accordance with Section 7.4. For the avoidance of doubt, either Party may disclose the terms of this Agreement in the course of legal proceedings to enforce the same in accordance with Article 14.

7.4 Public Announcements. No public announcement or disclosure may be made by either Party with respect to the subject matter of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, that the provisions of this Section 7.4 will not prohibit **(a)** any disclosure required by any applicable legal requirement, including any legal requirement or listing standard of any exchange or quotation system on which the disclosing Party's securities are listed or traded or to be listed or traded (in which case the disclosing Party will provide the other Party with the opportunity to review in advance the disclosure and to contest the same, including reasonable opportunity to seek a protective order or to seek confidential treatment of such disclosures under Rule 24b-2 of the Securities Exchange Act of 1934, as amended), **(b)** any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement, **(c)** any disclosure made by Purchaser or Supplier to their respective employees, collaborators, licensors, licensees, contract research organizations, business partners, investors, potential investors, lenders and potential lenders provided the Person receiving the disclosure has undertaken a confidentiality obligation to Purchaser or Supplier, as applicable, substantially similar to the confidentiality obligations the Parties have undertaken to each other under this Agreement, or **(d)** any disclosure made pursuant to a press release in a form mutually agreed to by the Parties (or any other subsequent disclosure containing substantially similar information).

7.5 Return of Confidential Information. Upon expiration or termination of this Agreement, the Receiving Party shall, upon written request, within thirty (30) days, either return or destroy and certify as to such destruction) all Confidential Information of the Disclosing Party, including any copies thereof, except for a single copy thereof, which may be retained for the sole purpose of ensuring compliance with its obligations under this Agreement and any electronic back-up copies generated automatically for disaster recovery and business continuity purposes that cannot be deleted without undue effort and to which access is limited. Any retained copies are subject to the nondisclosure and nonuse provisions of this Agreement for the duration set forth in Section 7.2.

Article 8 REPRESENTATION & WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

8.1.1 Due Authorization. Such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

8.1.2 Enforcement of Obligations. This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms.

8.1.3 No Conflict. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder do not conflict with, or constitute a default or require any consent under, any contractual obligation of such Party.

8.1.4 Grant of Rights. To its knowledge, it has the right to grant the license granted to the other Party hereunder and to provide the Confidential Information provided to the other Party hereunder.

8.1.5 No Further Approval. It is not aware of any government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any Applicable Law, currently in effect, necessary for, or in connection with, the transactions contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements (save for Regulatory Approvals and similar authorizations from Governmental Authorities necessary for the commercialization of the Products as contemplated hereunder).

8.2 Warranties of Supplier. Supplier hereby represents and warrants to Purchaser that all Product delivered pursuant to this Agreement: (a) will, at the time of Delivery, conform to the applicable Product Specifications; (b) will have been Produced in compliance with cGMP and in accordance with the Production Process described in the relevant Master Batch Record; and (c) will not at the time of Delivery (1) be adulterated within the meaning of Section 501 of the FDCA; or (2) be an article that may not, under the provisions of Sections 404 or 505 of the FDCA, be introduced into stream of commerce by Supplier (the preceding clauses (a), (b) and (c) are collectively referred to as the "**Product Warranty**"). For the avoidance of doubt, it is understood and agreed that in the event and to the extent that Product at the time of delivery fails to meet the representation and warranty set forth in either clause (c)(1) or clause (c)(2) and such failure is due to the Product Specifications and/or the Production execution according to the Master Batch Record then Supplier shall not be in breach of such clause (c)(1) or clause (c)(2) warranties. Except for the Product Warranty, SUPPLIER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT AND SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER SHALL NOT MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SUPPLIER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR CUSTOM, SHALL APPLY.

8.3 Warranties of Purchaser. Purchaser hereby represents and warrants to Supplier, (a) at the time of delivery to Supplier, Purchaser Supplied Intermediate F will, (i) meet all specifications, (ii) have been produced in accordance with Applicable Laws, (iii) be free from defects, (iv) will have been produced in compliance with cGMP and (v) shall not be (1) be adulterated within the meaning of

Section 501 of the FDCA; or (2) be an article that may not, under the provisions of Sections 404 or 505 of the FDCA, be introduced into stream of commerce by Purchaser; and (b) to its reasonable knowledge, the Product and the Final Product, as well as the Purchaser Background IP and Purchaser Confidential Information (including for the avoidance of doubt the process for the manufacture of Product) and their use by Supplier in accordance with this Agreement, do not infringe on any Third Party U.S. or foreign patent, trademark, copyright or other intellectual property right. Purchaser makes no representations and warranties as to any infringement that is attributable to use by Supplier of any proprietary manufacturing process of Supplier.

8.4 Use of Supplier IP. Supplier represents and warrants to Purchaser that to its reasonable knowledge, use by Supplier of Supplier IP for the Production of the Product in accordance with this Agreement do not infringe on any Third Party U.S. or foreign patent or other intellectual property right.

8.5 Excluded Entities. Supplier represents and warrants that, as of the date of this Agreement, neither it, nor to Supplier's knowledge, its Subcontractors has been in Violation. Supplier shall notify Purchaser in writing immediately if any Violation occurs or comes to its attention at any time during the Term. Supplier agrees that no officers, directors employees, or Subcontractors who are in Violation will perform any service, function or capacity related to the Manufacturing of Product. Purchaser shall have the right, in its sole discretion, to terminate this Agreement in the event of any such Violation.

8.6 Encumbrances. Supplier represents, warrants and covenants that it will have good and marketable title, free and clear of any pledge, lien, restriction, claim, charge, security interest and/or other encumbrance, to all Product to be Delivered under this Agreement, and all Product supplied to Purchaser shall be free and clear of all pledges, liens, restrictions, claims, charges, security interests and/or other encumbrances at the time of Delivery.

8.7 Disclaimer of Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY OR LIABILITY, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR CUSTOM, SHALL APPLY.

8.8 Export Compliance. The rights and obligations of the Parties under this Agreement will be subject in all respects to Applicable Law, including applicable export regulations of the United States. Without in any way limiting the provisions of this Agreement, neither Party will export, re-export, or trans-ship, directly or indirectly, to any country, any of the technical data disclosed to it by the other Party hereto without any required government authorization under applicable export control laws. Each Party agrees to notify the other Party prior to disclosing or transferring any technical data or other material controlled under the International Traffic in Arms Regulations or the U.S. Export Administration Regulations for reasons other than anti-terrorism controls, and agrees to provide the applicable U.S. Munitions List category or Export Control Classification Number for any such controlled technical data or other material.

Article 9 INDEMNIFICATION.

9.1 Purchaser's Indemnity Obligation. Subject to Section 9.3, Purchaser shall defend, indemnify, and hold harmless Supplier (including its directors, officers, employees, Affiliates and agents) from

and against any liabilities, judgments, damages, expenses or losses, including reasonable legal expenses and attorneys' fees (collectively, "**Losses**") resulting from any Third Party actions, claims, suits, proceedings, demands, or allegations (collectively, a "**Claim**") to the extent such Losses arise directly or indirectly out of: (a) any product liability, or personal injury claims arising out of or in connection with or as a result of the development, manufacture, handling, storing, use, promotion, distribution or sale by Purchaser or its Affiliate, sublicensee or customer of Product or Final Products containing Product supplied by Supplier under this Agreement or claims by customer concerning alleged defects or misrepresentation in respect of the Product or Final Product; (b) Purchaser's breach of any of its representations, warranties, covenants or obligations under this Agreement; (c) the negligence or willful misconduct or omission of Purchaser or any of its officers, directors, agents, representatives, employees, or subcontractors; (d) any Claim that the Production, use, sale, distribution and promotion, or other disposition of Product or Final Products incorporating the Product, infringes Third Party intellectual property rights; or (e) the failure by Purchaser to comply with Applicable Law relating to Purchaser Supplied Intermediate F, the Product or Final Product, except with respect to each of subsections (a), (b), (c), (d) or (e) above, to the extent such Losses are caused by any activities set forth in Section 9.2 for which Supplier is obligated to indemnify Purchaser under Section 9.2 [Supplier's Indemnity Obligation] or, in the case of Section 9.1(d), to the extent resulting from or caused by Supplier's use of any proprietary manufacturing process of Supplier.

9.2 Supplier's Indemnity Obligation. Subject to Section 9.3 and Section 10.2, Supplier shall defend, indemnify and hold harmless Purchaser (including its directors, officers, employees and agents) from and against any Losses resulting from any Third Party Claims to the extent such Losses arise directly or indirectly out of: (a) the negligence or willful misconduct or omission of Supplier or its officers, directors, agents, representatives, employees, or subcontractors; (b) Supplier's breach of any of its representations, warranties, covenants or obligations under this Agreement; (c) any product liability or personal injury claims arising out of or in connection with or as a result of the use of the Product, provided that such product liability or personal injury claims are due to the Product failing to meet the Product Warranty set forth in Section 8.2; (d) Supplier's use of any proprietary manufacturing process of Supplier, except with respect to each of subsections (a), (b), (c), or (d) above, to the extent such Losses are caused by any activities set forth in Section 9.1for which Purchaser is obligated to indemnify Supplier under Section 9.1 [Purchaser's Indemnity Obligation].

9.3 Notification of Claims; Conditions to Indemnification Obligations.

9.3.1 As a condition to a Party's right to receive indemnification under this Article 9 [Indemnification], such Party must comply with this Section 9.3. Promptly after a Party seeking indemnification under this Agreement (each, an "**Indemnitee**") receives notice of a pending or threatened Claim, such Indemnitee shall give written notice of the Claim to the Party from whom the Indemnitee is entitled to receive indemnification pursuant to Sections 9.1 or 9.2, as applicable (the "**Indemnifying Party**"). However, an Indemnitee's delay in providing or failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent the delay or lack of notice prejudices the defense of the Claim.

9.3.2 Upon receipt of notice under this Section 9.3 from the Indemnitee, the Indemnifying Party will have the duty to either compromise or defend, at its own expense and by counsel selected by the Indemnifying Party (reasonably satisfactory to Indemnitee) such

Claim. The Indemnifying Party will promptly (and in any event not more than twenty (20) days after receipt of the Indemnitee's original notice) notify the Indemnitee in writing that it acknowledges its obligation to indemnify the Indemnitee with respect to the Claim pursuant to this Article 9 and of its intention either to compromise or defend such Claim. In the meantime, the Indemnitee may take any action that it deems appropriate to protect its interests or those of the Indemnifying Party, provided it is not prejudicial to the Indemnifying Party. Once the Indemnifying Party gives such notice to the Indemnitee, the Indemnifying Party is not liable to the Indemnitee for the fees of other counsel or any other expenses subsequently incurred by the Indemnitee in connection with such defense, other than the Indemnitee's reasonable out of pocket Third Party expenses related to its investigation and cooperation, except as otherwise provided in the next sentence. As to all Claims as to which the Indemnifying Party has assumed control under this Section 9.3.2, the Indemnitee shall have the right to employ separate counsel and to participate in, but not control, the defense of a Claim at its own expense; provided, however, that if the Indemnitee shall have reasonably concluded, based upon a written opinion from outside legal counsel, that there is a conflict of interest between the Indemnifying Party and the Indemnitee in the defense of such Claim, the Indemnifying Party shall pay the fees and expenses of one law firm serving as counsel for the Indemnitee in relation to such Third Party Claim.

9.3.3 The Indemnitee shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation and defense of any Claim. The Indemnifying Party shall keep the Indemnitee informed on a reasonable and timely basis as to the status of such Claim (to the extent the Indemnitee is not participating in the defense of such Claim) and conduct the defense of such Claim in a prudent manner.

9.3.4 If an Indemnifying Party assumes the defense of a Claim no compromise or settlement of such Claim may be effected by the Indemnifying Party without the Indemnitee's written consent (such consent not to be unreasonably withheld or delayed). The Indemnifying Party shall have no liability under this under this Article 9 [Indemnification] with respect to claims or suits settled or compromised without its prior written consent.

9.3.5 If the Indemnifying Party fails to assume defense of a Claim within a reasonable time, the Indemnitee shall have the right (but no duty) to defend or settle such Claim on such terms as it deems appropriate with the Indemnifying Party's written consent (such consent not to be unreasonably withheld or delayed or conditioned). The Indemnifying Party shall be obligated to indemnify the Indemnitee for such settlement as provided in this Article 9. It is understood that only Purchaser and Supplier may claim indemnification under this Agreement (on its own behalf or on behalf of its Indemnitees), and other Indemnitees may not directly claim indemnity under this Agreement.

Article 10 LIABILITY.

10.1 Consequential Damages Exclusion. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, SUCH AS LOSS OF BUSINESS, LOSS OF PROFITS, RECALL COSTS, DEPLETION OF GOODWILL, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding the foregoing, nothing in this Section 10.1 is intended to exclude

or limit a Party's liability for fraud, fraudulent misrepresentation, willful misconduct and/or gross negligence, breaches of confidentiality obligations in Article 7 [Confidentiality] and/or any matter for which it would be illegal for either Party to exclude or attempt to exclude its liability, or restrict the indemnification rights or obligations of either Party under Article 9 [Indemnification].

10.2 Supplier's Limitation of Liability. WITH THE EXCEPTION OF CLAIMS PURSUANT TO ARTICLE 7 [CONFIDENTIALITY], SUPPLIER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS (INCLUDING SUPPLIER'S LIABILITY FOR INDEMNIFICATION PURSUANT TO SECTION 9.2) SHALL NOT EXCEED: (A) FOR ANY CLAIM, [***] TIMES THE VALUE OF THE PURCHASER ORDER WHICH FORM THE BASIS OF PURCHASER'S CLAIMS OR (B) FOR EACH CALENDAR YEAR OF THE AGREEMENT, US [***], (C) DURING THE TERM OF THIS AGREEMENT, IN THE AGGREGATE US [***]. THE FOREGOING LIMITATION OF LIABILITY SHALL INCLUDE ANY AND ALL CLAIMS WITH RESPECT TO PRODUCT RECALL.

Article 11 INSURANCE.

11.1 Minimum Coverages. Each Party will procure and maintain, at its own expense, for the duration of the Agreement, and for five (5) years thereafter if written on a claims made or occurrence reported form, the following types of insurance specified below with carriers rated A-VII or better with A. M. Best in the following minimum coverage amounts:

11.1.1 Workers' Compensation in accordance with applicable statutory requirements;

11.1.2 Employer's Liability with a limit of liability in an amount of not less than $500,000; and

11.1.3 Commercial General Liability including premises operations, products & completed operations, blanket contractual liability, personal injury and advertising injury including fire legal liability for bodily injury and property damage in an amount not less than $5,000,000 per occurrence and $10,000,000 in the aggregate.

11.1.4 Products and completed operations liability insurance with a per-occurrence limit of not less than $15,000,000 and $25,000,000 in aggregate.

11.2 Evidence of Insurance. Upon request, each Party shall furnish to the other certificates of insurance evidencing the insurance coverages as required in this Article 11 [Insurance]. For clarity, the foregoing insurance requirements shall not in any way limit a Party's liability with respect to its indemnification or other obligations under this Agreement.

11.3 Endorsements. Supplier shall be an additional insured with respect to Commercial General Liability. The waiver of subrogation clause and additional insured wording must be stated explicitly on the face of the certificate of insurance.

Article 12 TERMINATION.

12.1 Termination for Cause. Either Party which is not in material breach of this Agreement (the "**Non-Breaching Party**") may terminate this Agreement if the other Party (the **"Breaching Party"**) breaches a material obligation under this Agreement, and such material breach has not been cured within sixty (60) days after receipt of written notice of such breach by the Breaching Party from the Non-Breaching Party (the "**Cure Period**"). The written notice describing the alleged material

breach shall provide sufficient detail to put the Breaching Party on notice of such material breach. Any termination of this Agreement pursuant to this Section 12.1 shall become effective at the end of the Cure Period, unless the Breaching Party has cured any such material breach and notified the Non-Breaching Party thereof prior to the expiration of such Cure Period, or, if such material breach is not reasonably susceptible to cure within the Cure Period, then, the Non-Breaching Party's right of termination shall be suspended only if, and for so long as, the Breaching Party has provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure of such material breach, such plan is accepted by the Non-Breaching Party (such acceptance not to be unreasonably withheld, delayed or conditioned), and the Breaching Party commits to and timely carries out such plan as provided to the Non-Breaching Party.

12.2 Remedies for Termination for Cause.

12.2.1 If Supplier terminates this Agreement for cause due to an uncured breach by Purchaser, then:

12.2.1.1 Supplier will take reasonable measures to cease any ongoing production of Product and to limit further expenses associated with such ongoing production of Product;

12.2.1.2 Purchaser shall purchase from Supplier any and all (a) non-cancelable or non-returnable Raw Materials (including any Safety Stock) at Supplier's actual cost for such Raw Materials, (b) Product intermediates Produced by Supplier in accordance with the terms and conditions of this Agreement at a price equal to the amount determined in accordance with Exhibit E [clause B), clause C), and clause D) for Route 5 Product, and clause A) and clause B) for Route 6 Product], as applicable for which Purchaser has not already made payment in accordance with Exhibit E, and (c) inventories of the Product Produced at a price equal to the amount determined in accordance with Exhibit E [clause E) for Route 5 Product, and clause C) for Route 6 Product] and stored in accordance with the terms and conditions of this Agreement at the purchase Price then in effect;

12.2.1.3 Purchaser shall reimburse Supplier for (i) any and all costs associated with the fulfillment or cancellation of outstanding orders or deliveries for Raw Materials or other services in support of the Production of Product or Production activities hereunder prior to the effective date of the termination and (ii) any costs associated with jet micronization done by [***] or another mutually agreed upon Third Party micronizer; and

12.2.1.4 Supplier will use Commercially Reasonable Efforts to reallocate available capacity at the Supplier Facility in order to mitigate its expenses for performing its obligations under this Agreement, and Supplier shall not replenish any Safety Stock then being held for Purchaser.

12.2.2 If Purchaser terminates this Agreement for cause due to an uncured breach by Supplier, then, Purchaser shall be obligated to (i) pay for all volumes of Intermediate F, Unmicronized Product, Product delivered, and (ii) any costs (e.g., Raw Materials and work in progress not yet to an invoiceable milestone) either realized by Supplier or for

which Supplier has committed to pay for in order for Supplier to fulfill the Binding Forecast. Purchaser shall (in its discretion) either: (1) keep any or all outstanding Purchase Orders in place (on a Purchase Order-by-Purchase Order basis as determined by Purchaser), in which case Supplier shall Produce and Deliver, in accordance with this Agreement, all quantities of Product ordered pursuant to such Purchase Orders (regardless of whether the Delivery Date for such Product is before or after such termination) and Purchaser shall pay the Price with respect to such Product which meet the representations, warranties and covenants set forth in this Agreement; or (2) cancel any or all outstanding Purchase Orders (on a Purchase Order-by-Purchase Order basis as determined by Purchaser), and with respect to any such cancelled Purchase Orders, Purchaser shall have no further liability with respect thereto other than as set forth under Section 12.2.2(i)-(ii).

12.3 No Termination for Convenience; Termination by Mutual Agreement; Termination upon Force Majeure. Neither Party shall have the right to terminate this Agreement for convenience. The Parties may terminate this Agreement at any time upon mutual written agreement between the Parties. Either Party may terminate this Agreement in the event of a Force Majeure Event that delays performance by the other Party (i.e., the affected Party) and lasts for more than one hundred twenty (120) days with written notice to the affected Party.

12.4 Intentionally Omitted.

12.5 Termination for Bankruptcy. This Agreement may be terminated by written notice given by a Party upon the occurrence of any of the following with respect the other Party: (a) such other Party becomes insolvent, or ceases to be actively engaged in business or (b) voluntary or involuntary proceedings by or against such other Party are instituted under the U.S. Bankruptcy Code or state insolvency proceeding, which proceedings, if involuntary, shall not have been dismissed within ninety (90) days after the date of filing, or (c) a receiver or custodian is appointed for such other Party, or proceedings are instituted by or against such other Party for corporate reorganization or the dissolution of such other Party, which proceedings, if involuntary, shall not have been dismissed within ninety (90) days after the date of filing, or (d) such other Party makes an assignment of substantially all of its assets for the benefit of its creditors, or substantially all of the assets of such other Party are seized or attached and not released within ninety (90) days thereafter.

12.6 Termination by Purchaser. Purchaser shall have the right to terminate this Agreement in its entirety at any time after the Effective Date if: (a) the FDA does not approve the NDA for the Final Product for the initial indication by December 30, 2026, or other permit or license relating to Purchaser selling the final Product in the Territory, or any such approval, permit or license is deactivated, by the FDA or other Governmental Authority; or (b) if any required license, permit or certificate of Supplier related to the Facility required for the Production of Product is not approved or not issued, or is deactivated or withdrawn, by any Governmental Authority or Regulatory Authority, and (a) and (b) are not cured within one-hundred twenty (120) days from Supplier's receipt of notification from any Governmental Authority or Regulatory Authority.

12.7 Consequences of Termination other than for Cause.

12.7.1 In the event that this Agreement is terminated by Purchaser in accordance with Section 12.5 (Bankruptcy) or Section 12.6(b) (Termination by Purchaser), Purchaser shall (in its

discretion) either: (i) keep any or all outstanding Purchase Orders in place (on a Purchase Order-by-Purchase Order basis as determined by Purchaser), in which case Supplier shall Produce and Deliver, in accordance with this Agreement, all quantities of Product ordered pursuant to such Purchase Orders (regardless of whether the Delivery Date for such Product is before or after such termination) and Purchaser shall pay the Price with respect to such Product which meet the representations, warranties and covenants set forth in this Agreement; or (ii) cancel any or all outstanding Purchase Orders (on a Purchase Order-by-Purchase Order basis as determined by Purchaser), and with respect to any such cancelled Purchase Orders, Purchaser shall have no further liability with respect thereto other than to (1) pay for all volumes of Intermediate F, Unmicronized Product, and Product existing at the time of termination, and (2) any costs (e.g., Raw Materials and work in progress not yet to an invoiceable milestone) either realized by Supplier or for which Supplier has committed to pay in order to fulfill the Binding Forecast that are non-cancellable and not returnable to the applicable Third Party to fulfill the Binding Forecast.

12.7.2 In the event that this Agreement is terminated by Purchaser pursuant to Section 12.6(a), Purchaser shall purchase: (i) the quantity of Unmicronized Product and Product existing as of the time of such termination, and work in progress under outstanding Purchase Orders shall continue to the next invoiceable milestone (if any) (provided that all such Unmicronized Product or Product meets the representations, warranties and covenants set forth in this Agreement), and in connection therewith, Supplier shall Deliver all such quantities of Safety Stock in accordance with this Agreement, and Purchaser shall pay the applicable Price with respect to such Product and (ii) the quantity of Intermediate F in the possession of Supplier or in transit to Supplier, and in connection therewith Supplier shall Deliver all such quantities of Intermediate F to Purchaser, and Purchaser shall pay the Supplier the price of such Intermediate F. Notwithstanding the foregoing or anything to the contrary contained herein, from and after the delivery of any notice of termination pursuant to this Agreement, Supplier shall not replenish (or otherwise add any additional quantities of Product to) any Safety Stock then being held for Purchaser.

12.7.3 Upon expiration or termination of this Agreement, Purchaser and Supplier shall use Commercially Reasonable Efforts to timely settle all outstanding invoices and other monies owed to the other pursuant to this Agreement. The termination or expiration of this Agreement shall not affect the rights and obligations of the Parties accruing prior to such termination or expiration, including, but not limited to, Purchaser's reimbursement to Supplier for any work in progress and Raw Materials and other costs specifically to conduct the Services hereunder that Supplier cannot reasonably utilize in other projects. Subject to the foregoing, expiration or termination of this Agreement shall relieve and release the Parties from any liabilities and obligations under this Agreement, other than those specifically set forth in this Section 12.7 and those that survive termination in accordance with Section 12.8.

12.8 Survival. Termination or expiration of this Agreement shall not (i) affect any other rights of either Party which may have accrued up to the date of such termination or expiration or (ii) relieve Purchaser of its obligation to pay to Supplier any sums due in respect of Product delivered prior to termination or expiration, including but not limited to any raw materials purchased and/or work in progress pursuant to a Purchase Order accepted by Supplier pursuant to this Agreement, subject to its rights under Section 3.11.3.3 [Remedy for Purchaser's Rejection]. The provisions of

Article 1, Article 6, Article 7, Article 9, Article 10, Article 11, Section 12.2, Section 12.4, Section 12.7, Section 12.8, Article 14, and Article 15 shall survive the termination or expiration of this Agreement.

Article 13 FORCE MAJEURE.

13.1 Event of Force Majeure. Neither Party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental acts or regulation, fire, flood, explosion, labor difficulties (including strikes or lockouts), civil disorder, epidemics, pandemics, wars (declared or undeclared). hostilities, revolutions, riots, national emergency, terrorist acts, embargos or any acts of God (each, a "**Force Majeure Event**") .

13.2 Effect of Force Majeure. If a Force Majeure Event occurs, the affected Party shall notify the other Party in writing as soon as practicable of the occurrence of said Force Majeure Event, the nature of and expected duration of the Force Majeure Event, and the effect the Force Majeure Event will have on such Party's performance of this Agreement. The affected Party will be excused from performing its obligations hereunder on a day-for-day basis during the Force Majeure Event and the affected Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from the Force Majeure Event, provided the affected Party uses its good faith efforts to cure the excused breach. In the event of a Force Majeure Event that lasts for more than one hundred twenty (120) days in any twelve month period, the Party that is not the affected Party shall have the right upon written notice to terminate this Agreement in accordance with Section 12.3.

Article 14 GOVERNING LAW AND DISPUTES.

14.1 Disputes. The Parties shall initially attempt in good faith to resolve any significant controversy, claim, allegation of breach or dispute arising out of or relating to this Agreement (hereinafter collectively referred to as a "**Dispute**") through negotiations between senior executives of Purchaser and Supplier. Should the Parties be unable to resolve the Dispute through negotiations within thirty (30) days of notice of the Dispute, and do not agree to extend the time to resolve such Dispute, then either Party may submit the Dispute to arbitration in accordance with Section 14.2. During the pendency of any dispute resolution proceeding between the Parties under this Section 14.1, the obligation to make any payment under this Agreement from one Party to the other Party, which payment is the subject, in whole or in part, of a proceeding under this Section 14.1, shall be tolled until the final outcome of such Dispute has been established. Any undisputed payment obligations (including undisputed portions of a payment obligation that is subject to a proceeding under this Section 14.1) shall not be tolled during such dispute.

14.2 Arbitration. Any Dispute that is not resolved by the Parties in accordance with Section 14.1 except a Dispute that concerns (i) the validity or infringement of a patent, trademark or copyright, or (ii) any antitrust, anti-monopoly law or regulation, whether or not statutory, shall be resolved by binding arbitration under the then-prevailing Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes of the American Arbitration Association (the **"Rules"**) by three (3) independent, neutral and experienced arbitrators appointed in accordance with the said Rules (each such arbitration, an **"Arbitration"**). Each Party shall select one arbitrator within fifteen (15) days of one Party notifying the other Party that it is exercising its rights under this Section 14.2, and the two (2) selected arbitrators shall select the third neutral

arbitrator within ten (10) days of the second arbitrators selection. If the two (2) arbitrators fail to select a third arbitrator on or before the tenth (10th) day after the second arbitrator was selected, either Party is entitled to request the New York office of the American Arbitration Association to appoint the third neutral arbitrator in accordance with the Rules. The arbitrators shall have the power to grant any remedy or relief that they deem just and equitable, including but not limited to equitable and injunctive relief, whether provisional or final in nature, and any such equitable or injunctive measures ordered by the arbitrators may be enforced by any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from seeking any provisional or preliminary equitable relief (including, but not limited to, preliminary injunctions, attachments or other such orders in aid of Arbitration) from any state or Federal courts located in the City of New York, County of New York, and any such application to a New York court for provisional/preliminary relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. In the event that either Party seeks provisional/preliminary relief in the New York courts in accordance with the preceding sentence, each of the Parties hereby (a) agrees that the New York courts shall exclusive jurisdiction to grant such judicial relief and (b) waives any claim or defense that the jurisdiction or venue of the New York courts is improper. Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language. The arbitrators in any Arbitration shall enforce and not modify the terms of this Agreement. Based on the materials submitted, the arbitrators shall determine whether any discovery process is necessary, and, if it is, the parameters of such process with the intent of resolving the arbitration as expeditiously as possible (e.g., limiting the number of depositions and the time discovery is permitted to take). The Parties and arbitrators shall employ procedures designed to resolve the conflict by arbitration within ninety (90) days of the dispute being referred for arbitration. The arbitrators shall have no authority to award punitive damages or other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement. The award of the arbitrators shall be in writing and shall be final and binding upon the Parties. Should any Party fail to appear or be represented at the arbitration proceedings after due notice in accordance with the Rules, then the arbitrators may nevertheless render a decision in the absence of such Party and such decision shall have the same force and effect as if the absent Party had been present, whether or not it shall be adverse to the interests of such Party. Arbitration is to be conducted in the City of New York, County of New York. Each Party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment pursuant to arbitration, and such award, order or judgment shall be final and may be entered and enforced in any court of competent jurisdiction. Each Party shall bear its own attorneys' fees, costs and disbursements arising out of any Arbitration, and all other costs and expenses of any Arbitration, including the administrative and arbitrator fees and expenses, shall be borne equally by the Parties. The arbitrators shall not be authorized to award a Party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.) and the fees and costs of the arbitrators.

14.3 Governing Law. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of laws principles that would result in the application of the laws of any other jurisdiction (**"Governing Law")**. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by this Agreement.

14.4 Limitations Period. Any claim concerning the amounts invoiced to Purchaser, quality, except for Latent Defects as described below, or quantity of Product supplied and purchased hereunder, shall be subject to a limitation period of [***] months from the date of Acceptance of Product. For the avoidance of doubt, this time limitation does not apply to claims subject to Article 9 or claims concerning a quality matter (including but not limited to claims concerning a Latent Defect).

Article 15 ADDITIONAL TERMS AND CONDITIONS.

15.1 Notice. All notices, consents, claims, demands or other communications given under this Agreement shall only be sufficient if in writing and sent (1) by electronic mail, effective upon written acknowledgment of receipt, by an email sent to the email address for the sender stated in this Section 15.1 or by a notice delivered by another method in accordance with this Section 15.1, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 15.1; or (2) by a nationally recognized overnight courier service which provides a delivery receipt, effective one (1) Business Day after having been delivered to such nationally recognized overnight courier for overnight delivery (with delivery tracking provided, signature required and delivery prepaid). Notices shall be sent to the Parties at the address set forth below or at such other address designated by either Party in writing in accordance with this Section 15.1.

Address for notices to Purchaser:
Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
Conshohocken, PA 19428
Attention: Tom Pokorny
Email: tpokorny@madrigalpharma.com

with a copy to (which shall not constitute legal notice):
Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
Conshohocken, PA 19428
Attention: General Counsel

Address for notices to Supplier:
Evonik Corporation
2 Turner Place
Piscataway, NJ 08854
Attention: Vice President, Drug Substance
Email: [***]

with a copy to (which shall not constitute legal notice):
Evonik Corporation
2 Turner Place
Piscataway, NJ 08854
Attention: General Counsel

15.2 Independent Parties. It is expressly agreed that Supplier, on the one hand, and Purchaser, on the other hand, shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency, including for tax purposes. Neither Supplier nor Purchaser shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other, without the prior written consent of the other Party to do so. All persons employed by a Party shall be employees of that Party and not of the other Party and all costs and obligations incurred by reason of such employment shall be at the expense of such Party.

15.3 Use of Name. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity or other promotional activities any name, trade name, trademark, or other designation (including any contraction, abbreviation, or simulation of any of the foregoing); and each Party hereto agrees not to use any designation of the other Party in any promotional activity associated with this Agreement without the express written approval of the other Party.

15.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

15.5 Waiver; Remedies. Any waiver (express or implied) by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by Governing Law or otherwise available except as expressly set forth herein.

15.6 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement. The Parties hereby agree that the MSA shall continue in full force and effect for additional SOWs (as defined therein), as necessary, and this Agreement shall have no impact upon the terms and conditions of the MSA, nor shall the terms and conditions of the MSA have any impact upon the terms and conditions of this Agreement.

15.7 Amendment. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.

15.8 Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party, not to be unreasonably withheld, except that either Party may, without the other Party's consent, assign this Agreement in connection with a merger or acquisition or the sale of all or substantially all of such Party's assets related to the Product or the Final Product (as applicable) or the portion of a Party's business responsible for performance of this Agreement, provided that (a) such assignee or other transferee agrees in writing to be bound by the terms and conditions of this Agreement as of the effective date of such transaction, and (b) the assigning Party remains liable to the other Party for compliance with this Agreement prior to the effective date of such transaction. In the event of a valid assignment, this Agreement shall be binding on the successors and permitted assigns of the assigning Party, and the name of a Party appearing herein shall be deemed to include the name(s) of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment or attempted assignment by either Party in violation of the terms of this Section 15.8 shall be null and void and of no legal effect.

15.9 English Language. The English language version of this Agreement shall be controlling on both Parties, and all matters relating to interpretation or enforcement of this Agreement shall be in English. All information, documents, reports, notices and communications to be provided by one Party to the other Party hereunder shall be provided in the English language.

15.10 Electronic Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute together the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. The Parties acknowledge and agree that the electronic signature of the Agreement through the www.docusign.com website or any other similar certified website by both parties shall confer full force and effect to the

Agreement. If this Agreement is entered into by electronic signature by all Parties, each Party shall receive a fully electronically signed version as an electronic file (pdf format), each recognized as an original and the Agreement shall become effective at the agreed upon Effective Date. Each counterpart will be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile signatures will be treated as original signatures.

15.11 No Third Party Beneficiaries. It is the explicit intention of the Parties that no Person, other than the named Parties or their successors or permitted assigns, is or shall be entitled to bring any action to enforce any provision of this Agreement, as a third party beneficiary or otherwise.

15.12 Further Assurance. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents, and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof.

The Parties hereto have each caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the Effective Date.

Madrigal Pharmaceuticals, Inc.	**Evonik Corporation**
By: /s/ Bill Sibold	By: /s/ Daniel Fricker
Name: Bill Sibold	Name: Daniel Fricker
Title: CEO	Title: VP Product Line Drug Substance

EXHIBIT A DEFINITIONS

"**Acceptance**" has the meaning set forth in Section 3.11.1.

"**Affiliate**" shall mean with respect to a Party, any person, corporation, company, partnership or other entity that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, "control" shall mean direct or indirect ownership of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby the entity or person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity.

"**Agreement**" has the meaning set forth in the introductory paragraph.

"**Applicable Law**" shall mean the applicable provisions of any national, regional, state and local laws, treaties, statutes, rules, regulations, guidance, or ordinances of or from any Governmental Authority or Regulatory Authority in the Territory that are applicable to a Party and its activities performed pursuant to this Agreement, including without limitation FDCA, Prescription Drug Marketing Act, the Generic Drug Enforcement Act of 1992 (21 U.S.C. §335a et seq.), U.S. Patent Act (35 U.S.C. §1 et seq.), Federal Civil False Claims Act (31 U.S.C. §3729 et seq.), and Anti-Kickback Statute (42 U.S.C. §1320a-7b et seq.), all as amended from time to time, together with any rules, regulations, and compliance guidance promulgated thereunder.

"**Arbitration**" has the meaning set forth in Section 14.2.

"**Background Intellectual Property (IP)**" of a Party means any and all (1) proprietary information, know-how and expertise including, without limitation, inventions (whether or not patented or patentable), trade secrets, methods, improvements, specifications, processes, manufacturing processes, manufacturing equipment, formulations, procedures, instructions, technology and any other technical information which may take any form, whether written, electronic, oral, usual or otherwise; (2) patent applications, patents and other intellectual property rights; (3) proprietary material, including without limitation, samples of products and models; and (4) proprietary software and other creation being subject to copyrights; which, in each case, such Party (i) owns or Controls prior to the Effective Date, (ii) thereafter independently develops outside the scope of this Agreement, and without referring to any Confidential Information of the other Party, or (iii) thereafter acquires from a Third Party without breach of any confidentiality obligation.

"**Batch**" means the Product, Unmicronized Product or Intermediate F, as applicable, that results from a single run, which includes Production and approved rework/reprocess of the applicable Production process for Product, Unmicronized Product, or Intermediate F, as applicable, inclusive of testing.

"**Batch Record**" shall mean with respect to a particular production run conducted by Supplier for Producing one Batch of Product, Unmicronized Product or Intermediate F, as applicable, the completed batch records, in the form of the Master Batch Record (defined herein), containing all the relevant manufacturing details and information for such production run, including any deviations. The Batch Record is more fully defined in the Quality Agreement.

"**Binding Forecast**" has the meaning set forth in Section 3.7.1.

"**Breaching Party**" has the meaning set forth in Section 12.1.

“**Business Day**” means a day other than Saturday, Sunday or national holiday in the U.S.

“**Calendar Quarter**” means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31; provided, however, that (a) the first Calendar Quarter of the Term shall extend from the Effective Date to the end of the first complete Calendar Quarter thereafter; and (b) the last Calendar Quarter of the Term shall end upon the expiration or termination of this Agreement.

“**Calendar Year**” means the twelve-month period ending on December 31; provided, however, that (a) the first Calendar Year of the Term shall begin on the Effective Date and end on December 31, 2024; and (b) the last Calendar Year of the Term shall end on the effective date of expiration or termination of this Agreement.

“[***]” shall mean [***] with a place of business at [***].

“**Certificate of Analysis**” means a certificate in writing for each Batch of Product, that provides full analytical results of the Batch of Product and certifies (a) the conformity of the Batch of Product to the Specifications and (b) that Manufacturing and release records of such Batch of Product were reviewed by Supplier and Manufacturing and release of such Batch of Product is in accordance with all applicable cGMP requirements.

“**Claim**” has the meaning set forth in Section 9.1.

“**Commercially Reasonable Efforts**” means with respect to the efforts to be expended, or considerations to be undertaken, by a Party with respect to any objective, activity or decision to be undertaken hereunder, reasonable, good faith efforts to accomplish such objective, activity or decision as such Party would normally use to accomplish a similar objective, activity or decision under similar circumstances. The term “Commercially Reasonable” shall have correlative meaning.

“**Confidential Information**” has the meaning set forth in Section 7.1.1.

“**Continuous Improvement Program**” has the meaning set forth in Section 4.5.

“**Control**” **or** “**Controlled**” means, with respect to any information, intellectual property right or Regulatory Filing, possession by a Party of the ability (whether by ownership, license or otherwise) to grant access, rights, title, possession, a license or a sublicense, as applicable, to such intellectual property right or Regulatory Filing without violating the terms of any Third Party agreement, court order, or other arrangement or legal obligation.

“**CSP**” has the meaning set forth in Section 6.4.

“**Cure Period**” has the meaning set forth in Section 12.1.

“**Current Good Manufacturing Practice**" or “**cGMP**” means all then-current applicable laws, regulations and recognized good manufacturing practices that apply to the manufacture of any therapeutically active material that provides pharmacological activity in a pharmaceutical product, and govern the standards of manufacture of any product intended for human use, including, as applicable to drug substance manufacturing: (i) the United States regulations set forth under 21 CFR parts 210 and 211, as well as applicable guidance published by the FDA; and (ii) the EU good manufacturing practices set forth in the European Community directives 2003/94/EC 2001/83/EC as amended by 2004/27/EC, all relevant implementations of such directives and all relevant principles and guidelines including ICH

Tripartite Guidance Q7 and Volume 4 of the Rules Governing Medicinal Products in the European Union: Medicinal Products for Human and Veterinary Use; in each case as may be modified or supplemented during the Term or the equivalent laws and regulations applicable to the United Kingdom, Australia, Japan, Brazil and Canada.

"**Delivery**" **or** "**Deliver**" **or** "**Delivered**" means Supplier's delivery of Product pursuant to a given Purchase Order in accordance with Section 3.9.3.

"**Delivery Date**" means the date by which Purchaser shall take Delivery of Product as set forth in a Purchase Order that has been accepted by Evonik in accordance with Section 3.7.4.

"**Disclosing Party**" has the meaning set forth in Section 7.1.1.

"**Dispute**" has the meaning set forth in Section 14.1.

"**Effective Date**" has the meaning set forth in the introductory paragraph.

"**Equipment**" means all equipment and machinery used to (or otherwise necessary for), directly or indirectly, Production of Product.

"**Excess Volume**" has the meaning set forth in Section 3.6.

"**FDA**" means the United States Food and Drug Administration, or any successor thereto, having the administrative authority to regulate the marketing of human pharmaceutical products or biological therapeutic products, drug delivery systems, and devices in the United States of America.

"**FDCA**" means the United States Federal Food, Drug and Cosmetic Act of 1938 (21 U.S.C. §301 et seq.) and applicable regulations promulgated thereunder, as amended from time to time.

"**Final Product**" has the meaning set forth in the Recitals.

"**Force Majeure Event**" has the meaning set forth in Section 13.1.

"**Foreground IP**" means all results, improvements, developments, inventions, discoveries, methods, techniques, materials, processes, equipment and other know-how, whether patentable or not, as well as documents, software and other material being subject to copyrights, that, in each case, are made, discovered, developed, generated or created in the course and as a result of the activities under this Agreement.

"**General Foreground IP**" means all Foreground IP that is not Purchaser Foreground IP and is not Supplier Foreground IP and (a) relates to active pharmaceutical ingredient manufacturing generally (and not specific to Product or the Product Specifications); (b) can be applied independent of and that is not unique or specific to Purchaser Background IP or Purchaser Foreground IP; (c) does not utilize or rely upon any Purchaser Background IP, (d) does not utilize or rely upon any Supplier Background IP or Supplier Process Technology; and (e) is developed in the performance of the activities under this Agreement. Supplier shall promptly disclose in advance to Purchaser any proposed claim concerning, the existence of, and all details concerning, Supplier Foreground IP, Purchaser Foreground IP and General Foreground IP hereunder.

"**Governmental Authority**" **or** "**Regulatory Authority**" means any supranational, national, regional, state or local government, court, governmental agency, authority, board, bureau, instrumentality or

regulatory body which are relevant to the manufacturing of the Product or in granting approvals and/or exercising authority with respect to the Product or Final Product, including in the U.S., the FDA; in the European Union, the European Medicines Agency, and in any other jurisdiction any Governmental Authority or Regulatory Authority having substantially the same function as those enumerated above.

"Governing Law" has the meaning set forth in Section 14.2.

"**Indemnifying Party**" has the meaning set forth in Section 9.3.1.

"**Indemnitee**" has the meaning set forth in Section 9.3.1.

"**Initial Term**" has the meaning set forth in Section 2.1.

"**Inspection Period**" has the meaning set forth in Section 3.11.1.

"**Intermediate F**" shall mean MGL-100106.

"**Intermediate F Quality Documents**" has the meaning set forth in Section 3.10.1.

"**Intermediate F Specification**" has the meaning set forth in Section 3.1.

"**Invention**" shall mean any creation, discovery and invention (whether or not patentable) conceived, created, developed or reduced to practice by Supplier in connection with its performance of the contractual obligations hereunder.

"**Latent Defect**" means any deficiency that is not readily determinable upon a reasonable inspection of the Product (based on physical inspection, identity test and review of the Certificate of Analysis).

"**Losses**" has the meaning set forth in Section 9.1.

"**Master Batch Record**" shall have the meaning set forth in the Quality Agreement.

"**Maximum Volume**" has the meaning set forth in Section 3.6.

"**MSA**" has the meaning set forth in the Recitals.

"**NDA**" means a New Drug Application (as defined in the FDCA), including all supplements, amendments, variations, extensions and renewals thereof.

"**Non-Breaching Party**" has the meaning set forth in Section 12.1.

"**Non-Competing Substances**" has the meaning set forth in Section 6.3.2.

"**Party(ies)**" has the meaning set forth in the introductory paragraph.

"Pass Through Amount" has the meaning set forth in Exhibit D.

"Pass Through Price" has the meaning set forth in Exhibit D.

"**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust,

incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

"**Price**" has the meaning set forth in Section 4.1.

"**Primary Competing Substance**" has the meaning set forth in Section 6.3.2.

"**Product**" shall have the meaning set forth in the recitals, and as further described in Exhibit B Product Specification of this Agreement. For clarity, Product shall mean micronized Product after completion of milling by [***] or another Third Party micronizer mutually agreed upon.

"**Product Specifications**" has the meaning set forth in Section 3.1.

"**Product Warranty**" has the meaning set forth in Section 8.2.

"**Production**" **or** "**Produce**" means the synthesis, manufacturing, purification, packaging, testing and release of the Product by Supplier to Purchaser, including, as applicable, receipt (including testing) and storage of Raw Materials including Purchaser Supplied Intermediate F (if applicable), production, visual inspection, packaging, labeling, handling, warehousing, quality control testing (including in-process, release and stability testing), release, as applicable, and also including such activities as may be specified in the Master Batch Record for the Product.

"**Project Manager**" has the meaning set forth in Section 3.3.

"**Purchase Order**" has the meaning set forth in Section 3.7.3.

"**Purchaser**" has the meaning set forth in the introductory paragraph.

"**Purchaser Background IP**" includes all Background IP of Purchaser relating to the Product, Product Specifications, Intermediate F, and/or all Purchaser proprietary expertise for developing, formulating, manufacturing, filling, improving, processing, packaging, analyzing and testing of various chemical products, including but not limited to chemical manufacturing processes and equipment.
"**Purchaser Foreground IP**" means Foreground IP that (1) relates directly to Purchaser Background IP, and (except as resulting from the operation of the last sentence of the Supplier Foreground IP definition) does not use, incorporate or rely on Supplier Background IP, Supplier Foreground IP or Supplier Process Technology, and (2) Foreground IP resulting from the operation of the last sentence of the Supplier Foreground IP definition.

"**Purchaser's Minimum Take or Pay Obligation**" has the meaning set forth in Section 3.5.

"**Purchaser Supplied Intermediate F**" has the meaning set forth in Section 3.15.

"**Quality Agreement**" means the Quality Agreement between Purchaser and Supplier relating to the manufacture of Product (whether executed by the Parties prior to, concurrently with, or after entry into this Agreement), as the same may be amended or modified from time to time by agreement of the Parties. The Quality Agreement describes the relationship of the Parties and the responsibilities of each Party regarding quality systems practices and activities concerning the manufacture of the Product. However, this Agreement will expressly and exclusively govern all provisions regarding the purchase and sale of all Product between the parties and all terms, obligations, responsibility, and liability regarding same. The aforementioned Quality Agreement will only provide guidelines with regard to the quality of the Product

and each Party's responsibilities regarding quality systems practices and activities concerning the Product.

"**Raw Material**" shall mean the chemicals, compounds, water, solvents, reagents and other materials and supplies, including disposable manufacturing materials and labeling and packaging materials, used in Producing the Product.

"**Recall**" has the meaning set forth in Section 5.6.

"**Receiving Party**" has the meaning set forth in Section 7.1.1.

"**Records**" means Supplier's (or its Affiliate's or Subcontractor's, as applicable) records related to the performance of this Agreement, which shall include Manufacturing documents, Batch Records, test results, reports, and any other cGMP relevant documentation related to the performance of this Agreement.

"Reference Price" has the meaning set forth in Exhibit D.

"**Regulatory Approval**" means any and all approvals (including supplements, amendments, pre- and post-approvals), licenses, registrations or authorizations of any Governmental Authority or Regulatory Authority, that are necessary for the commercialization of the Product or the Final Product in the Territory.

"**Regulatory Filing(s)**" means all applications, filings, dossiers and the like submitted to a Regulatory Authority in the Territory for the purpose of obtaining a Regulatory Approval from such Regulatory Authority. means any multi-national, national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, instrumentality, agency, bureau, branch, office, commission, council, court or other tribunal.

"**Renewal Term**" has the meaning set forth in Section 2.2.

"**Replenishment Period**" has the meaning set forth in Section 3.14.

"**Route 5**" means Production of the Product via Intermediate F made using Grignard chemistry.

"**Route 6**" means Production of the Product using Purchaser Supplied Intermediate F.

"**Rules**" has the meaning set forth in Section 14.2.

"**Safety Stock**" has the meaning set forth in Section 3.14.

"**Safety Stock Material(s)**" has the meaning set forth in Section 3.14 and Exhibit G.

"**Secondary Competing Substance**" has the meaning set forth in Section 6.3.2.

"**Semi-Binding Forecast**" has the meaning set forth in Section 3.7.1.

"**Shortage of Supply**" has the meaning set forth in Section 3.8.

"**Shortfall Payment**" has the meaning set forth in Section 3.5.

"**Supplier**" has the meaning set forth in the introductory paragraph.

"**Supplier Background IP**" means all Background IP of Supplier relating to Supplier Process Technology.

"**Supplier Facility**" shall mean the specific premises of Supplier located at 1600 Lilly Road, Tippecanoe, Indiana 47909.

"**Supplier Foreground IP**" means Foreground IP meeting all of the following requirements (i) such Foreground IP relates directly to the Supplier Background IP, (ii) such Foreground IP does not use, incorporate or rely on Purchaser Background IP or Purchaser Foreground IP; and (iii) prior to initiating the development of such Foreground IP, Supplier has (A) delivered written notice to Purchaser describing in detail the Foreground IP that Supplier proposes to develop and (B) obtained Purchaser's prior written consent to the development of such Foreground IP. For clarity, if Supplier does not satisfy clause (iii) of the preceding sentence prior to the development of specific Foreground IP that Supplier believes could otherwise satisfy the requirements of clauses (i) and (ii) of the preceding sentence, then any such Foreground IP that Supplier develops shall not be considered "Supplier Foreground IP" for purposes of this Agreement and shall instead be deemed to constitute "Purchaser Foreground IP"; provided, however, that, in such event, Purchaser shall, and it hereby does, grant to Supplier a non-exclusive, worldwide, royalty-free, fully-paid, irrevocable, perpetual license, including the right to sublicense, under such deemed Purchaser Foreground IP to make, have made, use, sell, have sold, offer for sale and import any substance other than a Primary Competing Substance.

"**Supplier IP**" has the meaning set forth in Section 6.1.

"**Supplier IP License Agreement**" has the meaning set forth in Section 6.1.

"**Supplier Process Technology**" means any and all proprietary information including know-how, expertise, trade secrets, whether or not patented or patentable, relating to Supplier's expertise and capabilities for developing, formulating, manufacturing, filling, improving, processing, packaging, analyzing and testing of various chemical products, including but not limited to chemical manufacturing processes and equipment, but in all cases shall not include Purchaser Background IP. Supplier shall not disclose Supplier Process Technology to Purchaser during the Term of this Agreement without the advance written consent of Purchaser's General Counsel. To the extent that Purchaser's General Counsel gives his advance written consent to the disclosure by Supplier to Purchaser of any particular Supplier Process Technology, any such Supplier Process Technology shall be subject to the terms and conditions of this Agreement.

"**Term**" has the meaning set forth in Section 2.2.

"**Territory**" means the following countries and/or jurisdictions, where Purchaser intends to market the Final Product: the United States of America, the member countries of the European Union, the United Kingdom, Australia, Canada, Brazil and Japan, and any other country that the Parties agree in writing to add to this definition of Territory in an amendment to this Agreement, with the agreed understanding between the Parties that certain countries, currently unknown to Supplier, may have laws and regulations, in which regulatory support and compliance by Evonik will require from Purchaser additional expense and/or extended timelines. The Parties further agree that any Regulatory Filings outside the US, EU, United Kingdom, Australia, Japan, Brazil and Canada shall be discussed in good faith and subject to mutual agreement. For clarity, the Territory shall not include countries that are targeted by the comprehensive sanctions, restrictions or embargoes administered by the United Nations, European Union, United Kingdom, or the United States.

"**Third Party**" shall mean any Person other than Purchaser or Supplier, or an Affiliate of either of them.

"Unmicronized Product" shall mean unmicronized Resmetirom (MGL-3196).

"**Unmicronized Product Quality Documents**" has the meaning set forth in Section 3.10.2.

"**Unmicronized Product Specification**" has the meaning set forth in Section 3.1.

"Usage Factor" has the meaning set forth in Exhibit D.

"**Violation**" means: (a) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General website, including 42 U.S.C. 1320a-7(a) (https://oig.hhs.gov/exclusions/authorities.asp); (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (https://oig.hhs.gov/exclusions/index.asp) on said website or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (http://www.sam.gov); or (c) listed by any U.S. Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (http://www.fda.gov/ora/compliance_ref/debar/).

"Waste" means any waste material, pollutant, contaminant, toxin, carcinogen, biohazard, radioactive or hazardous gaseous, liquid or solid material of any kind or any other waste that may or could pose a hazard to the environment or human health or safety, including any routine process waste or any by-product, arising from Manufacture of Product, including petroleum, petroleum hydrocarbons, petroleum products or petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls and any other chemicals, materials, substances or wastes in any amount or concentration which are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous materials", "hazardous wastes", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "pollutants", "regulated substances", "solid wastes", or "contaminants" or words of similar import under Applicable Law.

Exhibit 19.1

I. Purpose of Policy

The purchase or sale of securities while possessing material nonpublic ("**inside**") information or the disclosure of inside information ("**tipping**") to others who may trade in such securities is sometimes referred to as "**insider trading**". Illegal insider trading occurs when a person buys or sells a security when in possession of inside information in violation of a duty of trust or confidence. As an essential part of your work, you may have access to inside information about Madrigal Pharmaceuticals, Inc. and its subsidiaries (including information about other companies with which the Company does, or may do, business). When we refer in this Policy to "**Madrigal**" or the "**Company**," we are referring to Madrigal Pharmaceuticals, Inc and all of its subsidiaries.

Madrigal is committed to promoting high standards of ethical business conduct and compliance with applicable laws, rules and regulations. The Company has adopted this Insider Trading Policy ("**Policy**") as part of this commitment. The Policy is designed to assist the Company in preventing illegal insider trading and to avoid even the appearance of improper conduct on the part of any Company director, officer, employee or independent contractor. However, the ultimate responsibility for complying with the securities laws, adhering to this Policy, and avoiding improper use of Company information or transactions in Company securities rests with you. It is imperative that you use your best judgment and that you ask questions where you are uncertain how to handle a particular situation. This Policy was most recently amended by the Company's Board of Directors (the "**Board**") on Friday, April 19, 2024.

II. Administration of Policy

The Board has delegated to its Audit Committee (the "**Audit Committee**") the responsibility of overseeing the administration of this Policy. The Audit Committee may from time to time recommend to the Board changes to this Policy. All changes to this Policy must be approved by the Board. The Company's Chief Compliance Officer (together with any designees named to assist in administration in writing by the Chief Compliance Officer, the "**Chief Compliance Officer**") is hereby appointed to administer the policy and to be available to answer your questions you may have about the Policy.

III. Penalties for Insider Trading

Insider trading is a crime. The penalties for violating the insider trading laws include imprisonment, disgorgement of profits gained or losses avoided, and substantial civil and criminal fines. As of the effective date of this Policy, an insider trading violation carries a maximum prison sentence of 20 years. Criminal fines can reach up to $5.0 million for individuals and $25.0 million for entities, and civil fines can reach up to three times the profit gained or loss avoided. Individuals and entities considered to be "**control persons**" who knew or recklessly disregarded the fact that a "**controlled person**" was likely to engage in insider trading also may be civilly liable. As of the effective date of this policy, the civil liability of "control persons" can be the greater of (i) $1.0 million or (ii) three times the amount of the profit gained or loss avoided. For this purpose, a "**control person**" is an entity or person who directly or indirectly controls another person, and could include the Company, its directors and officers. Under some circumstances, individuals who trade on inside information may also be subjected to private civil lawsuits. Moreover, because the inside information of Madrigal is the property of the Company, trading on

or tipping Madrigal's confidential information could result in serious employment sanctions up to and including termination of employment.

You should be aware that the surveillance techniques of the stock markets and the Financial Industry Regulatory Authority ("**FINRA**") are becoming more sophisticated over time, and the chance that authorities will detect and prosecute an insider trading violation involving even a small amount of securities is a significant one.

IV. Scope and Applicability

A. Covered Persons. Sections I through IX of this Policy apply to Madrigal's Board of Directors and to *all* employees and independent contractors within all of Madrigal's operations. All persons covered by this Policy are referred to as "**Covered Persons**." This Policy also applies to family members and domestic partners who share a household with a Covered Person ("**Affiliated Persons**"), as well as all investment funds, trusts, retirement plans, partnerships, corporations and other types of entities over which the Covered Person has the ability to influence or direct investment decisions concerning securities; *provided*, however, that the preclearance requirements set forth below do not apply to any such entity that engages in the investment of securities in the ordinary course of its business (e.g., an investment fund or partnership) if the entity has established its own insider trading controls and procedures in compliance with applicable securities laws and it (or an affiliated entity) has represented to the Company that its affiliated entities: (a) engage in the investment of securities in the ordinary course of their respective businesses; (b) have established insider trading controls and procedures in compliance with securities laws; and (c) are aware the securities laws prohibit any person or entity who has material nonpublic information concerning the Company from purchasing or selling securities of the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities.

This Policy applies to you and your Affiliated Persons so long as you are associated with the Company. If you leave the Company for any reason, this Policy, will continue to apply to you and your Affiliated Persons until the later of (1) the first trading day following the public release of earnings for the fiscal quarter in which you leave the Company or (2) the first trading day after any material nonpublic information known to you has become public or is no longer material.

You are responsible for ensuring compliance with this Policy by all of your Affiliated Persons.

B. Restricted Persons. Sections X through XI of this Policy impose additional obligations and restrictions on Covered Persons who are designated in this Policy as "**Restricted Persons**." Restricted Persons include:

1. Members of the Board;
2. Executive Officers (as determined by the Board from time to time);
3. Employees with the title of "Vice President" or above;
4. Members of the Accounting and Finance Departments;

5. The Executive Assistants of any of the persons listed above;
6. Family members and domestic partners who share a Restricted Person's household; and
7. Any other individual whom the Chief Compliance Officer may designate in writing as a "**Restricted Person**" because the Chief Compliance Officer believes that such individual has, or may have, access to material nonpublic information concerning the Company (as determined in the sole discretion of the Chief Compliance Officer).

Restricted Persons can be officers, directors or employees of the Company or independent contractors. Any person designated as a Restricted Person by title or by express designation by the Chief Compliance Officer must comply with this Policy (as a Restricted Person) until notified otherwise in writing by the Chief Compliance Officer.

C. Covered Securities and Transactions. This Policy applies to all transactions in the Company's securities, including common stock and any other type of securities that are convertible into or exchangeable or exercisable for common stock, such as convertible debentures, warrants and other derivative securities. This Policy applies to sales, purchases, gifts, exchanges, pledges, options, hedges, puts, calls and short sales, and any other transaction that purports to transfer the economic consequences of ownership of the Company's equity securities.

This Policy applies to all investment decisions you make regarding Company securities. For example, if you have the power to direct the purchase or sale of Company securities by virtue of your position as a director or officer of a corporation or non-profit organization, as a general partner of a partnership, as a managing member of a limited liability company, as a trustee of a trust or as an executor of an estate, then all transactions in Company equity securities made on behalf of the corporation, organization, partnership, limited liability company, trust or estate are covered by this Policy.

This Policy also applies to trading in the equity securities of another company if you learn material nonpublic information about that company as a result of your employment or association with Madrigal.

D. Delivery of the Policy; Certifications. This Policy will be delivered to all Covered Persons upon its adoption by the Company, and to all new directors, employees and, where appropriate, independent contractors at the commencement of their employment or association with the Company. Thereafter, the Policy shall be distributed annually or posted on the Company's internal website where it is accessible to all employees. All Covered Persons must certify their understanding manually, or in digital format, of, and intent to comply with, this Policy in the form attached hereto as Exhibit A. This certification shall be maintained by the Chief Compliance Officer or his or her designee.

V. Definitions

A. Insider Trading. In general, "**insider trading**" occurs when a person purchases or sells a security while in possession of inside information in breach of a duty of trust or confidence owed directly or indirectly to the issuer of the security, the issuer's stockholders or the source of the

information. "**Inside information**" is information which is considered both "**material**" and "**nonpublic**."

B. Materiality. A fact is considered "**material**" if (i) there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, hold or sell securities, (ii) it could reasonably be expected to affect the investment decisions of a stockholder or potential investor or (iii) disclosure of the information would be expected to significantly alter the total mix of information in the marketplace about the issuer of the security. Material information can reflect either good or bad news and is not limited to financial information. While it is impossible to list all types of information that might be deemed "**material**" under particular circumstances, information dealing with the following subjects affecting the Company would generally be considered material:

- projections of future revenues, profits or losses, capital expenditures or liquidity position;
- anticipated or actual Company financial results for a quarter and/or year;
- a new product development or a significant invention or discovery;
- information concerning significant new clinical trial results;
- information concerning upcoming FDA actions or other significant regulatory developments;
- news of a pending or proposed joint venture, merger or acquisition;
- news of a pending or proposed sale, disposition or write-down of assets;
- news of a significant change in business plans or strategies;
- news relating to significant contracts, strategic partners, licensors, suppliers, customers or the loss of any of the foregoing;
- changes in dividend policies, recapitalizations or stock splits;
- offerings of securities or other financing developments;
- repurchases of securities;
- changes or proposed changes in the Board, senior management or other major personnel changes;
- anticipated default on outstanding debt of the Company; and
- news of significant litigation or government investigations, including any change in status or the resolution thereof.

C. Nonpublic Information. Information is "**nonpublic**" if it has not been widely disclosed to the general public through major newswire services, national news services, financial news services, filings with the Securities & Exchange Commission ("**SEC**"), or other method that has been determined by the SEC to be compliant with Regulation FD. For purposes of this Policy, information will be considered public (*i.e.*, no longer "**nonpublic**") after the close of trading on the full trading day following the day on which the Company publicly releases the information.

D. Tipping. "***Tipping***" is the disclosure of material nonpublic information concerning the Company or its securities to an outside person. Providing insider information to anyone who thereafter trades on the basis of that information may subject both you (the "**tipper**") and the other person (the "**tippee**") to insider trading liability.

VI. Prohibited Activities

A. Prohibitions. Except for the limited exceptions described in Section VI.B below, the following activities are strictly prohibited under this Policy:

1. No Covered Person may purchase, sell, transfer or effectuate any other transaction in Company securities while in possession of material nonpublic information concerning the Company or its securities. This prohibition includes sales of shares received upon exercise of stock options or upon vesting of restricted stock.

2. No Covered Person may "**tip**" or disclose material nonpublic information concerning the Company or its securities to any outside person (including family members, affiliates, analysts, investors, members of the investment community and news media). Should a Covered Person inadvertently disclose such information to an outsider, the Covered Person must promptly inform the Chief Compliance Officer regarding this disclosure. In that event, the Company will either (i) take steps necessary to preserve the confidentiality of the information, including requiring the outsider to agree in writing to comply with the terms of this Policy and/or sign a confidentiality agreement, or (ii) take steps necessary to disclose the information publicly in accordance with the requirements of Regulation FD.

3. No Covered Person may purchase Company securities on margin, hold Company securities in a margin account, or otherwise pledge Company securities as collateral for a loan because, in the event of a margin call or default on the loan, the broker or lender could sell the shares at a time when the Covered Person is in possession of material nonpublic information, resulting in liability for insider trading. The Company's Audit Committee may make exceptions to this prohibition on a case-by-case basis.

4. Short-term and speculative trading in Company securities, as well as hedging and other derivative transactions involving Company securities, can create the appearance of impropriety and may become the subject of an SEC or FINRA investigation, particularly if the trading occurs before the Company's announcement of information that was previously material nonpublic information or is followed by unusual activity or price changes in the Company's stock (even if such price changes are unrelated to the trading or hedging transactions). These types of transactions can also result in inadvertent violations of insider trading laws and/or liability for "**short- swing**" profits under Section 16(b) of the Securities Exchange Act of 1934 ("**Exchange Act**"). Without limiting the foregoing, it is the Company's policy to prohibit the following activities (even if you are not in possession of material nonpublic information):

   (a) No Covered Person may trade in any interest or position relating to the future price of Company securities, such as put or call options or other derivative securities, or enter into any short sale of Company securities.

(b) No Covered Person may hedge the value of Company securities. A "**hedge**" is a transaction designed to offset or reduce the risk of a decline in the market value of an equity security, and can include, but is not limited to, forward sale contracts (including prepaid variable forward contracts), equity swaps, collars and exchange funds.

(c) Covered Persons may not trade in securities of the Company on an active basis, including short-term speculation.

5. No Covered Person may trade in securities of another company if the Covered Person is in possession of material nonpublic information about that other company which the Covered Person learned as a result of his or her employment or association with Madrigal.

6. No Covered Person shall make any information about the Company publicly available, including by posting information about the Company on any Internet message board or social media site, except to the extent specifically authorized to do so.

B. Exceptions to Prohibited Activities. Prohibitions in trading securities under this Policy do not include:

1. The exercise of vested stock options, either on a "**cash for stock**" or "**stock for stock**" basis, where no Company stock is sold to fund the option exercise. However, note that while vested stock options may be exercised at any time under this Policy, the sale of any stock acquired through such exercise is subject to this Policy.
2. The receipt of Company stock upon vesting of restricted stock, as well as the withholding of Company stock by the Company in payment of tax obligations.

3. Company securities purchased or sold under a Rule 10b5-1 Trading Plan that has been approved in advance by the Chief Compliance Officer (see Section XI below).

4. Transfers of Company stock by a Covered Person into a trust for which the Covered Person is a trustee, or from the trust back into the name of the Covered Person.

5. Periodic wage withholding contributions by the Company or its employees that are used to purchase Company stock pursuant to the employees' advance instructions under an employee stock purchase plan approved by the Company's Board of Directors; provided, however, a Restricted Person may not: (a) elect to participate in the plan or alter their instructions regarding the level of withholding or purchase by the Restricted Person of securities under the plan; or (b) make cash contributions to the plan (other than through periodic wage withholding) without complying with the preclearance provisions of this Policy.

VII. Company Chief Compliance Officer

Any Covered Person who is unsure whether the information he or she possesses constitutes material nonpublic information, or whether a specific transaction is covered by this Policy, should consult with the Chief Compliance Officer for guidance. The Chief Compliance Officer may designate one or more individuals to perform the Chief Compliance Officer's duties. The determinations of the Chief Compliance Officer under this Policy are final.

The duties of the Chief Compliance Officer or his or her designee include the following:

1. Administering and interpreting this Policy and monitoring and enforcing compliance with all its provisions and procedures.

2. Responding to all inquiries relating to this Policy and its procedures.

3. Designating and announcing special trading blackout periods during which Restricted Persons may not trade in Company securities.

4. Annually providing (or supervising the provision of) copies of this Policy and other appropriate materials to all current Covered Persons.

5. Revising this Policy (with the assistance of outside legal counsel as necessary) to reflect changes in federal or state insider trading laws and regulations.

6. Maintaining records of all documents required by the provisions of this Policy.

VIII. Confidentiality of Information Relating to the Company

A. Access to Information. Risk of insider trading violations by individuals employed by or associated with the Company can be substantially limited by restricting the pool of individuals with access to material nonpublic information to the greatest extent possible. Access to material nonpublic information about the Company should be limited to officers, directors and employees of the Company on a need-to-know basis. In addition, such information should not be communicated to anyone outside of the Company, unless such person has signed an appropriate confidentiality agreement prior to dissemination of the information. When communication of material nonpublic information about the Company to employees becomes necessary, all directors, officers and employees must take care to emphasize the need for confidential treatment of such information and adherence to the Company's policies with regard to confidential information.

B. Disclosure of Information. Material nonpublic Company information is the property of the Company and the confidentiality of this information must be strictly maintained within the Company. Only the Chief Executive Officer, General Counsel and/or Chief Compliance Officer are authorized to disclose material nonpublic information about the Company to the public, members of the investment community or stockholders, unless one of these officers has expressly authorized disclosure by another employee in advance. All inquiries regarding the Company should be directed to the Chief Executive Officer, General Counsel and/or the Chief Compliance Officer and no other comment should be provided.

IX. Blackout Periods

A. No Trading During Blackout Periods. No Covered Person may trade or effectuate any other transactions in Company securities during regular blackout periods or during any special blackout periods designated by the Chief Compliance Officer (except for the limited exceptions described in Section VI.B above). However, even during an open trading window, you may not trade in Company securities if you are in possession of material nonpublic information concerning the Company.

B. Regular Blackout Periods Defined. Covered Persons may only trade in Company securities during the period that begins at the close of trading on the first full trading day after the Company's public release of quarterly or annual financial results and ends on the fifteenth day before the end of the fiscal quarter. Covered Persons are prohibited from trading during all other periods, except those trades made pursuant to an approved 10b5-1 Trading Plan (see Section XI below) and pursuant to a Hardship Exemption (see Section IX.D below) are exempted from this restriction.

C. Special Blackout Periods. From time to time, the Chief Compliance Officer may determine that trading in Company securities is inappropriate during an otherwise open trading window (i.e., when a regular blackout period is not in effect) due to the existence, or potential existence, of material nonpublic information. Accordingly, the Chief Compliance Officer may prohibit trading at any time by announcing a special blackout period, which announcement will address the scope of impacted persons. Any person to which a special blackout period applies shall be prohibited from trading or effectuating any other transactions in Company securities (except for the limited exceptions described in Section VI.B above) during the special blackout period. The existence of a special blackout period should be considered confidential information and Covered Persons are prohibited from communicating the existence of a special blackout period to anyone who is not subject to the special blackout period.

D. Hardship Trading Exceptions. The Chief Compliance Officer may, on a case- by-case basis, authorize trading in Company securities during a trading blackout period (regular or special) due to financial or other hardship. Any person wanting to rely on this exception must first notify the Chief Compliance Officer in writing of the circumstance of the hardship and the amount and nature of the proposed trade. Such person will also be required to certify to the Chief Compliance Officer in writing no earlier than two trading days prior to the proposed trade that he or she is not in possession of material nonpublic information concerning the Company or its securities. Upon authorization from the Chief Compliance Officer, the person may trade, although such person will be responsible for ensuring that any such trade complies in all other respects with this Policy.

X. Pre-Clearance Required for Trading by Restricted Persons

All **Restricted Persons** must pre-clear all transactions in Company securities, even during an open trading window, as provided below:

A. Notification of Trade. The Restricted Person proposing to effectuate a trade or other transaction in Company securities must notify the Chief Compliance Officer in writing of the amount and nature of the proposed transaction at least two (2) business days prior to the proposed transaction date. Such pre-clearance requests should be submitted in accordance with the instructions provided on **Exhibit B**.

B. **Certification.** The Restricted Person proposing to effectuate such trade or other transaction must certify to the Chief Compliance Officer in writing that he or she is not in possession of material nonpublic information concerning the Company or its securities.

C. **Approval of Trade.** The Chief Compliance Officer must approve or deny the proposed trade or other transaction in writing (which may be by email).

D. **Subsequent Requests for Approval.** If the proposed transaction is not completed within five trading days after receiving clearance, clearance for the transaction (or any unfilled portion) must be re-requested since circumstances may have changed during that time period.

E. **Chief Compliance Officer Discretion.** The Chief Compliance Officer's decision on clearance, whether approved or denied, shall be final and shall be kept confidential by the requestor.

F. **Post-Transaction Notice.** The Restricted Persons who have a reporting obligation under Section 16 of the Exchange Act shall also notify the Chief Compliance Officer of the occurrence of any purchase, sale or other acquisition or disposition of Company securities as soon as possible following the transaction, but in any event within one business day after the transaction. Such notification may be oral or in writing (including by e-mail) and should include the identity of the Restricted Persons, the type of transaction, the date of the transaction, the number of shares involved and the purchase or sale price.

G. **Chief Compliance Officer Trades**. The Chief Compliance Officer will pre-clear his or her own transactions in Company securities with the Chief Financial Officer in accordance with the procedures set forth above.

The foregoing pre-clearance procedures do not in any way obligate the Chief Compliance Officer or the Chief Financial Officer, as applicable, to approve any trade. The Chief Compliance Officer and the Chief Financial Officer have sole discretion to reject any trading request. The Chief Compliance Officer and Chief Financial Officer, as applicable, do not assume responsibility for, and approval by the Compliance Officer or the Chief Financial Officer does not protect the Restricted Person from, the consequences of prohibited insider trading.

XI. 10b5-1 Trading Plans

A Rule 10b5-1 trading plan is a contract to purchase or sell securities according to a written instruction or plan established prior to making any transactions. The Rule 10b5-1 trading plan must set forth a non-discretionary trading method by leaving the amount of securities to be purchased or sold and the price and date for each purchase or sale to either (i) a written specification, (ii) a written formula, or (iii) a third party.

While a Rule 10b5-1 trading plan does obviate insider trading laws, it provides an affirmative defense to a claim that the insider traded on the basis of material nonpublic information, even if an individual was aware of such information at the time of the transaction. To be adopted in good faith, the Rule 10b5-1 trading plan itself must be adopted when the individual has no knowledge of

material nonpublic information and the plan must not be made as part of a scheme to fraudulently evade insider trading prohibitions.

A Rule 10b5-1 trading plan may not be adopted or modified by any Restricted Person during any blackout period, even if the individual is not then in possession of any material nonpublic information. Restricted Persons who wish to enter into a Rule 10b5-1 trading plan must obtain the prior written approval of the Chief Compliance Officer, or, in the case of the Chief Compliance Officer, the Chief Financial Officers. Prior written approval is likewise required before a Restricted Person may modify a previously approved Rule 10b5-1 trading plan. Transactions effected under an approved Rule 10b5-1 trading plan will not require further pre-clearance at the time of the trade and will not be subject to the future trading blackout periods under this Policy.

The parameters applicable to Rule 10b5-1 trading plans as of the date of adoption of the Policy are set forth on **Exhibit C** hereto. The Chief Compliance Officer may, from time to time, institute new or amended parameters regarding Rule 10b5-1 trading plans.

Purchases and sales made pursuant to a Rule 10b5-1 trading plan must still comply with all other applicable reporting requirements under federal and state securities laws, including filings pursuant to Section 16 of the Exchange Act.

EXHIBIT A CERTIFICATION

By completing and signing this Read & Understand requirement in Veeva, I hereby certify that:

- I have read and understand the Insider Trading Policy to which this Certification is attached.
- Since the effective date of the Insider Trading Policy, or such shorter period of time that I have been a director, officer, employee or independent contractor of the Company, I have complied in all respects with the Insider Trading Policy.
- I will continue to comply with the Insider Trading Policy for as long as I am a director, officer, employee or independent contractor of the Company.
- I understand that the Company's Chief Compliance Officer is available to answer any questions I have regarding this Insider Trading Policy and that, in the absence of the Chief Compliance Officer I should contact the Company's Chief Executive Officer.
- I understand that insider trading is a crime, may subject me to serious financial penalties and termination of employment, and is strictly prohibited by the Insider Trading Policy.

EXHIBIT B

PRE-CLEARANCE REQUEST

TO: Madrigal Pharmaceuticals, Inc. Chief Compliance officer

I understand that as a Restricted Person (as defined in Section IV.B of Madrigal's Insider Trading Policy) pre-clearance is mandatory for transactions in Madrigal securities. I hereby request pre-clearance by completing the information below, as applicable. If I have any questions about the process by which pre-clearance is obtained, I will contact the Chief Compliance Officer.

Instructions for Pre-clearance of Purchase or Sale of Madrigal Securities or Exercise of Madrigal Stock Options

1. If you are purchasing or selling shares in any way on the open market, identify below:

- The number of shares that you want to purchase __; *
- The number of shares that you want to sell__; **
- The number of shares if you would like to do a cashless exercise transaction through Shareworks, which would involve both option exercise and common stock share sale events;**_____ and/or
- The sale or purchase date(s) being proposed subject to pre-clearance. __

Special Notes.

* **Section 16 directors and officers** *must be aware and confirm that there were no past sales of Madrigal stock or derivatives by you or any Related Person (as defined in our Section 16 Policy) in the prior six months or planned future sales of Madrigal stock or derivatives in the next six months; either event could give rise to Section 16(b) liability relative to a proposed purchase, and therefore must be taken into account.*

** **Section 16 directors and officers** *must be aware and confirm that there were no past purchases of Madrigal stock or derivatives by you or any Related Person (as defined in our Section 16 Policy) in the prior six months or planned future purchases of Madrigal stock or derivatives in the next six months; either event could give rise to Section 16(b) liability relative to a general market sale or* ***the sale component of the proposed cashless exercise transaction****, and therefore must be taken into account.*

[Continued]

2. If you are exercising options, identify below:

- Option exercise price __
- Option grant date __
- Estimated exercise date or sale date (if any) being proposed __
- __I am "Exercising and Selling" or
- _____ I am "Exercising and Holding"

3. If you are undertaking any other transaction in Company securities, describe:

If pre-clearance is given for exercise activity, you also will need to complete applicable Shareworks system documentation online.

Compliance Reminder. Madrigal shares acquired or held cannot be deposited into or maintained in a margin account, pledged in any way or be subject to any hedging arrangement of any form, per Madrigal policy.

If you need any of the information requested above, please contact the Chief Compliance Officer (compliance@madrigalpharma.com)

Certification. I hereby represent and certify that I am not aware of any material, non-public information concerning Madrigal Pharmaceuticals, Inc. at the time of submitting this request, and I agree that should I become aware of any material, non-public information concerning Madrigal before completing the approved transaction, I will not complete the transaction. I understand that once approved, this authorization is valid on the date of approval and for five business days thereafter. I further understand that the approval will lapse if I become in possession of, or, in the judgment of the Chief Compliance Officer, I am likely to be in possession of material, non-public information, or otherwise on the earliest of expiration of (i) the five- business day period of this approval, or (ii) the trading window in which approval is granted, whichever is the first to occur.

Very truly yours,

(Signature)

Print Name

Date

EXHIBIT C

RULE 10B5-1 PLAN ADDENDUM

Requirements for Trading Plans

For transactions under Rule 10b5-1 trading plan (a "Trading Plan") to be exempt from (i) the prohibitions in the Company's Insider Trading Policy with respect to transactions made while aware of material nonpublic information and (ii) the pre-clearance procedures and blackout periods established under Company's Insider Trading Policy, the Trading Plan must comply with the affirmative defense set forth in Exchange Act Rule 10b5-1 and must meet the requirements listed below:

1. The Trading Plan must be submitted to the Chief Compliance Officer for review and approval at least five business days prior to its adoption or amendment.

2. The Trading Plan must be in writing and signed by the person adopting the Trading Plan.

3. The Trading Plan must be adopted at a time when:

    a. the person adopting the Trading Plan is not aware of any material nonpublic information; and
    b. there is no regular, special or other trading blackout in effect with respect to the person adopting the plan.

4. The Trading Plan must include a written representation by the Covered Person that they are not aware of any material nonpublic information concerning the Company and that they are adopting the Trading Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Section 10(b) and Rule 10b-5 of the Exchange Act.

5. For executive officers (those officers of the Company who are required by Section 16 of the Exchange Act to file reports on their transactions in the Company's securities) and members of the Company's board of directors, the Trading Plan must provide that the first transaction executed pursuant to the Trading Plan may not occur until the later of (i) the 91st day after adoption, amendment or modification of the plan and (ii) the third business day following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the fiscal quarter in which the plan was adopted, amended or modified. With respect to the period described in clause (ii), the required cooling off period need not exceed 120 days.

6. For Covered Persons who are not executive officers or directors, the Trading Plan must provide that the first transaction executed pursuant to the Trading Plan may not occur until 31 days following the adoption, amendment or modification of the Trading Plan, as applicable.

7. The Trading Plan must authorize the broker or other third party administering the plan to effect the transactions called for by the plan without any control or influence by you. The Trading Plan must specify the material parameters for the transactions to be effected under the plan.

8. Unless otherwise approved by the Chief Compliance Officer in situations where having multiple plans in place at one time is permissible under the provisions of Rule 10b5-1, an Insider may have only one Trading Plan in effect at any time.

9. During any 12-month period, a Covered Person may only enter into one Trading Plan that is designed to effect the purchase or sale or other transfer of the total amount of the Company's securities covered by the Trading Plan in a single transaction; provided, however, a Covered Person may have in place an additional non-concurrent single-trade Trading Plan during this same 12-month period in connection with sell-to-cover transactions as necessary to satisfy tax withholding obligations incident to the vesting of a compensatory award from the Company such as restricted stock, restricted stock units or stock appreciation rights and where the Covered Person does not control the timing of such sales.

10. All transactions during the term of the Trading Plan (except for the limited exceptions described in Section VI.B of the Company's Insider Trading Policy) must be conducted through the Trading Plan.

11. Regarding modifications:

    a. Any modification to, or early termination of, a Trading Plan is subject to the same pre-clearance requirements as those that apply to entry into a new Trading Plan.
    b. The Trading Plan may only be modified when the person modifying the Trading Plan is not aware of material nonpublic information.
    c. The Trading Plan may only be modified when there is no regular, special or other blackout in effect with respect to the person modifying the plan.
    d. The timing of the first trade under the modified Trading Plan is subject to the cooling off periods in Paragraph 5 above. The existing plan would remain in effect until the modified plan comes into effect.

12. Within the one year period preceding the modification or adoption of a Trading Plan, a person may not have otherwise modified or adopted a plan more than once.

13. If the Trading Plan grants discretion to a stockbroker or other person with respect to the execution of trades under the plan:

    a. the person adopting the Trading Plan may not confer with the person administering the Trading Plan regarding the Company or its securities; and
    b. the person administering the Trading Plan must provide prompt notice to the Company of the execution of a transaction pursuant to the plan.

14. The Trading Plan (including any modified Trading Plan) must meet such other requirements as the Compliance Officer may determine.

Exhibit 21.1

Subsidiaries

Set forth below is a list of subsidiaries of the Registrant as of December 31, 2024

Name	Jurisdiction of Incorporation
Madrigal Pharmaceuticals BV	Netherlands
Madrigal Pharmaceuticals GmbH	Switzerland
Madrigal Pharmaceuticals EU Ltd.	Ireland
Synta Limited	United Kingdom
Madrigal Pharmaceuticals GmbH	Germany
Canticle Pharmaceuticals, Inc.	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-279168) and Form S-8 (Nos. 333-141903, 333-152824, 333-173862, 333-181117, 333-187243, 333-194477, 333-202680, 333-206128, 333-212615, 333-224503, 333-249866, 333-257506, 333-274459 and 333-282926) of Madrigal Pharmaceuticals, Inc. of our report dated February 26, 2025 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
February 26, 2025

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULES 13A-14(a) AND 15D-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William J. Sibold, certify that:

1. I have reviewed this Annual Report on Form 10-K of Madrigal 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.

/s/ WILLIAM J. SIBOLD

William J. Sibold

President and Chief Executive Officer
(Principal Executive Officer)

Date: February 26, 2025

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULES 13A-14(a) AND 15D-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mardi C. Dier, certify that:

1. I have reviewed this Annual Report on Form 10-K of Madrigal 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.

/s/ MARDI C. DIER

Mardi C. Dier

Chief Financial Officer (Principal Financial Officer)

Date: February 26, 2025

Exhibit 32.1

**CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350)), each of the undersigned officers of Madrigal Pharmaceuticals, Inc., a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Annual Report on Form 10-K for the fiscal year ended December 31, 2024 (the "Form 10-K") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 26, 2025

/s/ WILLIAM J. SIBOLD

William J. Sibold

President and Chief Executive Officer
(Principal Executive Officer)

Dated: February 26, 2025

/s/ MARDI C. DIER

Mardi C. Dier

Chief Financial Officer (Principal Financial Officer)

A signed original of this written statement required by Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350), has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. These certifications accompany the Form 10-K, are not deemed filed with the Securities and Exchange Commission, and are not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.