As filed with the Securities and Exchange Commission on September 25, 2017.

Registration No. 333-220299

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

AMENDMENT NO. 4
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DECIPHERA PHARMACEUTICALS, INC.
(Exact name of Registrant as specified in its charter)

Delaware	2834	30-1003521
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

500 Totten Pond Road
Waltham, MA 02451
(781) 209-6400
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Michael D. Taylor, Ph.D.
President & Chief Executive Officer
Deciphera Pharmaceuticals, Inc.
500 Totten Pond Road
Waltham, MA 02451
(781) 209-6400
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

Richard A. Hoffman, Esq. **Edwin M. O'Connor, Esq.** **Goodwin Procter LLP** **100 Northern Avenue** **Boston, MA 02210** **(617) 570-1000**	**Richard D. Truesdell, Jr., Esq.** **Marcel R. Fausten, Esq.** **Davis Polk & Wardwell LLP** **450 Lexington Avenue** **New York, New York** **(212) 450-4000**

Approximate date of commencement of the proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	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 7(a)(2)(B) of the Securities Act. ☒

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

The sole purpose of this Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-220299) of Deciphera Pharmaceuticals, Inc. is to amend the exhibit index and to submit exhibits 2.1, 4.3, 10.6, 10.7 and 10.8. Accordingly, this Amendment No. 4 consists only of the facing page, this explanatory note, Part II, including the signature page and the exhibit index, and the exhibits filed herewith. This Amendment No. 4 does not contain a copy of the prospectus that was included in the Registration Statement on Form S-1 and is not intended to amend or delete any part of the prospectus.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the fees and expenses in connection with the issuance and distribution of the securities being registered (excluding the underwriting discounts and commissions). Except for the Securities and Exchange Commission registration fee and the FINRA filing fee, all amounts are estimates.

	Amount Paid or to be Paid
SEC registration fee	$ 14,162
FINRA filing fee	18,829
NASDAQ listing fee	125,000
Legal fees and expenses	2,020,000
Accountants' fees and expenses	1,210,000
Printing expenses	350,000
Transfer and registrar fee	5,000
Miscellaneous	57,009
Total	$ 3,800,000

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a corporation's board of directors to grant, and authorizes a court to award, indemnity to officers, directors, and other corporate agents.

Our amended and restated certificate of incorporation that will be in effect immediately prior to the completion of this offering contains provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, pursuant to our amended and restated bylaws that will be in effect immediately prior to the completion of this offering, we will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was one of our directors or officers or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise. Our amended and restated bylaws provide that we may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a

party to any action, suit, or proceeding by reason of the fact that he is or was one of our employees or agents or is or was serving at our request as an employee or agent of another corporation, partnership, joint venture, trust, or other enterprise. Our amended and restated bylaws also provide that we must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to very limited exceptions.

Further, prior to the completion of this offering, we expect to enter into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit, or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions that are included in our amended and restated certificate of incorporation, amended restated bylaws, and in indemnification agreements that we enter into with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be harmed to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees or other agents or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act and otherwise.

Item 15. Recent Sales of Unregistered Securities.

Set forth below is information regarding securities we have issued within the past three years that were not registered under the Securities Act. Amounts below do not give effect to the Conversion.

(1) Issuances of Capital Stock

On September 14, 2015, we issued and sold to two accredited investors an aggregate of 1,855,250 series A preferred shares, in exchange for the cancellation of an aggregate of $95.6 million of outstanding indebtedness under convertible promissory notes we had previously issued.

On September 14, 2015, we issued and sold to two accredited investors an aggregate of 73,811 series B-1 preferred shares, in exchange for cancellation of an aggregate of $3.7 million of outstanding indebtedness under convertible promissory notes we had previously issued.

On September 14, 2015, we issued and sold to four accredited investors an aggregate of 426,764 series B-1 preferred shares at a price per share of $50.50 for aggregate cash consideration of $21.6 million.

On December 30, 2015, we issued and sold to an accredited investor an aggregate of 198,020 series B-1 preferred shares at a price per share of $50.50 for aggregate cash consideration of $10.0 million.

On July 11, 2016, we issued and sold to five accredited investors an aggregate of 876,366 series B-2 preferred shares at a price per share of $63.13 for aggregate cash consideration of $55.3 million.

On May 26, 2017, we issued and sold to seven accredited investors an aggregate of 690,333 series C preferred shares at a price per share of $75.76 for aggregate cash consideration of $52.3 million.

(2) Stock Option Grants

Since January 1, 2014, we have granted to our employees, directors, consultants and other service providers an aggregate of 12,405 options to purchase units of our membership interests under the 2012 Unit Option Plan, which is no longer in effect and all such grants have since been cancelled.

Since December 18, 2015, when the Deciphera Pharmaceuticals, LLC 2015 Equity Incentive Plan was adopted, we have granted to our employees, directors, consultants and other service providers an aggregate of 601,556 options to purchase our common shares under the Deciphera Pharmaceuticals, LLC 2015 Equity Incentive Plan.

(3) Stock Appreciation Rights Grants

Since December 18, 2015, when the Deciphera Pharmaceuticals, LLC 2015 Equity Incentive Plan was adopted, we have granted to our employees, directors, consultants and other service providers an aggregate of 148,639 share appreciation rights under the 2015 Equity Incentive Plan.

No underwriters were involved in the foregoing issuances of securities. The offers, sales and issuances of the securities described above were deemed to be exempt from registration under the Securities Act in reliance upon Rule 701 or Section 4(a)(2) of the Securities Act. The offers, sales and issuances of the securities that were deemed to be exempt in reliance on Rule 701 were transactions under compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The offers, sales and issuances of the securities that were deemed to be exempt in reliance upon Section 4(a)(2) were each transactions not involving any public offering, and all recipients of these securities were accredited investors within the meaning of Rule 501 of Regulation D of the Securities Act who were acquiring the applicable securities for investment and not distribution and had represented that they could bear the risks of the investment. Each of the recipients of securities in these transactions had adequate access, through employment, business or other relationships, to information about us.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

See the Exhibit Index on the page immediately following the signature page for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules

All schedules have been omitted because they are not required or because the required information is given in the financial statements or notes to those statements.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Waltham, Commonwealth of Massachusetts on September 25, 2017.

DECIPHERA PHARMACEUTICALS, INC.

By: /s/ Michael D. Taylor
Michael D. Taylor, Ph.D.
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 4 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ Michael D. Taylor Michael D. Taylor, Ph.D.	President, Chief Executive Officer and Director (Principal Executive Officer)	September 25, 2017
/s/ Thomas P. Kelly Thomas P. Kelly	Chief Financial Officer (Principal Financial and Accounting Officer)	September 25, 2017
* Patricia L. Allen	Director	September 25, 2017
* Edward J. Benz, Jr., M.D.	Director	September 25, 2017
* James A. Bristol, Ph. D.	Director	September 25, 2017
* John R. Martin	Director	September 25, 2017
* Liam Ratcliffe, M.D., Ph.D.	Director	September 25, 2017
* Michael Ross, Ph.D.	Director	September 25, 2017
* Dennis L. Walsh	Director	September 25, 2017
*By: /s/ Michael D. Taylor Michael D. Taylor, Ph.D.	Attorney-in-fact	September 25, 2017

EXHIBIT INDEX

Exhibit Number	Description
1.1**	Form of Underwriting Agreement.
2.1	Form of Reorganization Agreement and Plan of Merger among Deciphera Pharmaceuticals, Inc., Deciphera Pharmaceuticals LLC and the other parties named therein to be in effect immediately prior to the completion of this offering.(1)
3.1**	Certificate of Incorporation of Deciphera Pharmaceuticals, Inc., as currently in effect.
3.2**	Form of Amended and Restated Certificate of Incorporation of Deciphera Pharmaceuticals, Inc., to be in effect immediately prior to completion of this offering.
3.3**	Bylaws of Deciphera Pharmaceuticals, Inc., as currently in effect.
3.4**	Form of Amended and Restated Bylaws of Deciphera Pharmaceuticals, Inc., to be in effect immediately prior to completion of this offering.
4.1**	Specimen Common Stock Certificate.
4.2**	Second Amended and Restated Investors' Rights Agreement among Deciphera Pharmaceuticals, LLC and certain of its shareholders, dated May 26, 2017.
4.3	Form of Registration Rights Agreement among Deciphera Pharmaceuticals, Inc. and certain of its stockholders, to be in effect upon completion of this offering.
5.1**	Opinion of Goodwin Procter LLP.
10.1#**	2015 Equity Incentive Plan, as amended, and form of award agreements thereunder.
10.2#**	2017 Stock Option and Incentive Plan and form of award agreements thereunder.
10.3#**	2017 Employee Stock Purchase Plan.
10.4#**	Form of Indemnification Agreement between Deciphera Pharmaceuticals, Inc. and each of its directors.
10.5#**	Form of Indemnification Agreement between Deciphera Pharmaceuticals, Inc. and each of its executive officers.
10.6#	Employment Agreement, between Deciphera Pharmaceuticals, LLC and Michael D. Taylor, Ph.D. to be in effect upon completion of this offering.
10.7#	Employment Agreement, between Deciphera Pharmaceuticals, LLC and Christopher J. Morl to be in effect upon completion of this offering.
10.8#	Employment Agreement, between Deciphera Pharmaceuticals, LLC and Oliver Rosen, M.D. to be in effect upon completion of this offering.
10.9#**	Deciphera Pharmaceuticals, Inc. Non-Employee Director Compensation Policy.
10.10#**	Deciphera Pharmaceuticals, Inc. Senior Executive Cash Incentive Bonus Plan.
21**	List of Subsidiaries of Deciphera Pharmaceuticals, Inc.
23.1**	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.
23.2**	Consent of Goodwin Procter LLP (included in Exhibit 5.1).
24**	Power of Attorney (included on signature page).

* To be filed by amendment.
** Previously filed.
# Indicates management contract or compensation plan.
(1) Schedules and exhibits have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon its request; provided, however, that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedule or exhibit so furnished.

Exhibit 2.1

REORGANIZATION AGREEMENT AND PLAN OF MERGER

THIS REORGANIZATION AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of September , 2017, by and among Deciphera Pharmaceuticals, LLC, a Delaware limited liability company (the "**Company**"), Deciphera Pharmaceuticals, Inc., a Delaware corporation (the "**Parent**"), DP Mergersub, LLC, a Delaware limited liability company and a wholly owned Subsidiary of the Parent ("**Merger Sub**"), the members of the Company (the "**Members**"), including the Blockers, and the parties set forth on Exhibit E (the "**Blocker Holders**"). The Company, Parent, Merger Sub, Members, Blockers and Blocker Holders are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**" and the Members, Blockers, and Blocker Holders are collectively referred to herein as the "**Holders**." Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in Section 8.

WHEREAS, the Parties wish to provide for the restructuring transaction described below, pursuant to which (a) the current Members of the Company (other than the Blockers) and the Blocker Holders will become holders of common stock of the Parent, (b) the Blockers will become direct wholly owned Subsidiaries of the Parent, and (c) the Company will become a direct and indirect wholly owned Subsidiary of the Parent (the "**Restructuring**");

WHEREAS, prior to the consummation of the transactions contemplated hereby, the Parent was incorporated and formed the following wholly owned Subsidiaries: NLV-3 MergerSub, Inc., NLV-G MergerSub, Inc., SVLS MergerSub, Inc., DRAGSA 20 MergerSub, Inc., and Redmile MergerSub, Inc. (each, a "**Blocker Mergersub**"), and Merger Sub;

WHEREAS, as part of this Restructuring, effective as of immediately prior to the Effective Time, the Parties will effect the merger of each Blocker Mergersub with and into the applicable Blocker, as set forth in Schedule 1 hereto, with the Equity Securities of each Blocker held by the applicable Blocker Holder converting solely into shares of Parent Stock, in the amounts set forth in Schedule 1 hereto, with each Blocker continuing as the surviving entity and as a direct wholly owned Subsidiary of Parent and a member of the Company (such transactions as contemplated on Schedule 1 hereto, being hereby ratified, approved and confirmed in all respects);

WHEREAS, as part of this Restructuring, the Parties wish to provide for (a) immediately prior to the Effective Time (and following the Blocker Mergers) the contribution by the Contributing Member of each Company Share held by the Contributing Member solely in exchange for shares of Parent Stock as provided herein (the "**Contribution**"), and (b) immediately following the Contribution, and effective as of the Effective Time, the merger of Merger Sub with and into the Company, with each share of the Company (other than those shares held by the Blockers and the Parent) solely converted into shares of Parent Stock as provided herein, and the Company to be the surviving entity and a direct and indirect wholly owned Subsidiary of Parent (such transaction, the "**Merger**");

WHEREAS, immediately prior to the Effective Time, each outstanding share appreciation right of the Company (each, a "**Company SAR**") granted pursuant to the Company's 2015 Equity Incentive Plan (as amended, the "**Company Plan**") shall be converted into an option to purchase Common Shares (each a "**Converted SAR**");

WHEREAS, pursuant to the Merger, as of the Effective Time, holders of options to purchase Common Shares ("**Company Options**"), including Converted SARs, will receive options to purchase Parent Stock in accordance with the terms of the Parent Plan;

WHEREAS, immediately following the Restructuring, Parent will close the issuance of shares of Parent Stock in an initial public offering ("**IPO**") pursuant to that certain registration statement filed with the United States Securities and Exchange Commission ("**SEC**") prior to the Effective Time (the "**Registration Statement**");

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger and the Contribution, taken together with the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement, are treated together as a transfer of equity interests in the Company (in the case of the Merger, the Contribution and the Blocker Mergers) to Parent and a transfer of other property to Parent in each case in exchange for stock of Parent in a transaction in which gain or loss is not recognized under Section 351 of the Code;

WHEREAS, the board of directors of the Company and the board of directors of the Parent have approved the Restructuring, this Agreement, the Merger, the Contribution and the other transactions contemplated hereby;

WHEREAS, by execution of this Agreement, the Parent, as sole member of Merger Sub and owner of all of the interests in Merger Sub, is hereby approving the Restructuring, this Agreement, the Merger, the Contribution and the other transactions contemplated hereby;

WHEREAS, notwithstanding any provision of the Operating Agreement, by execution of this Agreement, the Members, constituting all of the members of the Company and the owners of all of the Company Shares, are hereby approving the Restructuring, this Agreement, the Merger, the Contribution and the other transactions contemplated hereby;

WHEREAS, the transactions contemplated by the Restructuring and the IPO require no further action by the Members; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, the Parent, Merger Sub, the Members (including the Blockers), the Blocker Holders, and the Company agree as follows:

Section 1. Contribution.

1A. Notwithstanding any provision of the Operating Agreement (including without limitation Article IX thereof), the Contributing Member, subject to the satisfaction or waiver of the conditions set forth in Section 5B as of the time of the Contribution, hereby agrees to contribute to Parent effective as of immediately prior to the Effective Time all of the Company Shares set forth across from the Contributing Member's name on Annex A, solely in exchange for the share(s) of Parent Stock as is set forth opposite the Contributing Member's name in Annex A. The Contributing Member shall, effective as of the time of such Contribution, cease to be a member of the Company and shall thereupon cease to have or exercise any right or power as a member of the Company.

1B. Notwithstanding any provision of the Operating Agreement (including without limitation Article IX thereof), in exchange for the Contribution, subject to the satisfaction or waiver of the conditions set forth in Section 5A as of the time of the Contribution, the Parent hereby agrees to issue to the Contributing Member effective as of immediately prior to the Effective Time the shares of Parent Stock set forth opposite the Contributing Member's name in Annex A and accepts the contribution to Parent by each the Contributing Member of the Contributing Member's Company Shares.

Section 2. The Merger; Effective Time.

2A. The Merger.

(i) The Parent, Merger Sub and the Company (Merger Sub and the Company sometimes being referred to herein as the "**Constituent Companies**") are hereby adopting a plan of merger, providing for, subject to the satisfaction or waiver of the conditions set forth in this Agreement, the merger of Merger Sub with and into the Company, with the Company being the surviving entity of the Merger. Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, this Merger shall be consummated in accordance with this Agreement.

(ii) At the Effective Time (as defined below), the separate corporate existence of Merger Sub shall cease and the Company, as the surviving entity of the Merger (hereinafter referred to for the periods at and after the Effective Time as the "**Surviving Company**"), shall continue its existence under the laws of the State of Delaware as a direct and indirect wholly owned Subsidiary of the Parent.

2B. Effects of the Merger. The Merger shall have the effects provided in Section 18-209(g) of the DE LLC Act.

2C. Certificate of Formation and Operating Agreement.

(i) The certificate of formation of the Company, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company, until thereafter amended as provided by law and by the terms of such certificate of formation.

(ii) The limited liability company agreement of the Company, as in effect immediately prior to the Effective Time and set forth in that certain Third Amended and Restated Operating Agreement of the Company, dated May 26, 2017, by and among the Company and the Members (the "**Operating Agreement**"), shall be the limited liability company agreement of the Surviving Company, until amended pursuant to Section 2C(v) and thereafter amended as provided by law and by the terms of such limited liability company agreement.

(iii) At the Effective Time, each of the Blockers shall continue as a member of the Company. Pursuant to Sections 18-301(b)(3) and 18-101(b)(7) of the DE LLC Act and simultaneous with the Effective Time, notwithstanding any provision of the Operating Agreement, the Parent shall, automatically and without any further action of any Person being required, be admitted to the Surviving Company as a member of the Surviving Company and shall be bound by the terms of the Operating Agreement, and the Surviving Company shall be continued without dissolution. The Parent and each of the Blockers, by its execution of a counterpart signature page to this Agreement, hereby agrees to be bound by the terms of the Operating Agreement as a member of the Surviving Company.

(iv) Until successors are duly elected or appointed and qualified in accordance with applicable Law or until their death, resignation or removal in accordance with the Operating Agreement, the directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Company unless otherwise determined by Merger Sub prior to the Effective Time.

(v) Notwithstanding any provision of the Operating Agreement and without any further action by any Person, pursuant to Section 18-209(f) of the DE LLC Act, the Operating Agreement shall automatically be amended and restated, contingent upon and effective as of immediately following the Effective Time and as of immediately prior to the IPO Closing, to read in its entirety as set forth on Exhibit B hereto, until thereafter amended as provided by law and by the terms of such limited liability company agreement.

2D. Filing of Certificate of Merger. Subject to the satisfaction or waiver of the conditions set forth in Section 5, following effectiveness of the Blocker Mergers and immediately prior to the closing of the issuance of shares of Parent Stock pursuant to the Registration Statement (the "**IPO Closing**"), and provided this Agreement has not theretofore been terminated pursuant to its terms, the Surviving Company shall direct its officers to file the Certificate of Merger in substantially the form of Exhibit A attached hereto (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware. The Parent and each director and officer of the Parent and the Company is hereby designated as an "authorized person" of the Company within the meaning of the DE LLC Act and is hereby authorized, for and on behalf of the Company, to execute, deliver and cause the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

2E. Effective Time. The Merger shall be effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DE LLC Act, or such later date and time as may be specified therein and agreed to by the Company and Merger Sub (the date and time the Merger becomes effective being the "**Effective Time**"). At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the DE LLC Act.

2F. Further Assurances. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to any property or right of the Constituent Companies acquired or to be acquired by reason of, or as a result of, the Merger or to otherwise carry out the purposes of this Agreement or to effect the Merger, then the Surviving Company and its officers and directors and the representatives of Merger Sub as of the Effective Time shall execute and deliver all such deeds, assignments and assurances in law and do all other acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Company, and the officers and directors of the Surviving Company and the Parent and the representatives of Merger Sub as of the Effective Time are fully authorized in the name of the Constituent Companies or otherwise to take any and all such actions solely for the purposes of this Section 2F.

Section 3. Effects of the Merger on the Equity Securities of the Constituent Companies.

3A. Conversion of Securities of the Company.

(i) At the Effective Time (and, for the avoidance of doubt, following the Contribution), by virtue of the Merger and without any action on the part of the holders of shares of the Company or any member of or holder of limited liability company interests in the Merger Sub:

(a) All limited liability interests of Merger Sub issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive shares in the Surviving Company following the Effective Time as is set forth opposite Parent's name in Annex A (such shares, together with the shares held by the Blockers in the Surviving Company, shall constitute all the outstanding shares of the Surviving Company).

(b) All shares of capital stock of the Company (the "**Company Shares**") held by the Company or any wholly owned Subsidiary of the Company (or held in the Company's treasury) immediately prior to the Effective Time shall be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) Each common share of the Company ("**Common Shares**") held by the Members (other than the Blockers) immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive 5.65 share(s) of Parent Stock. As of the Effective Time, all such Common Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

(d) Each Series A Preferred share of the Company ("**Series A Preferred Shares**") held by the Members (other than the Blockers) immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive 5.65 share(s) of Parent Stock. As of the Effective Time, all such Series A Preferred Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

(e) Each Series B-1 Preferred share of the Company ("**Series B-1 Preferred Shares**") held by the Members (other than the Blockers) immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive 5.65 share(s) of Parent Stock. As of the Effective Time, all such Series B-1 Preferred Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

(f) Each Series B-2 Preferred share of the Company ("**Series B-2 Preferred Shares**") held by the Members (other than the Blockers) immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive 5.65 share(s) of Parent Stock. As of the Effective Time, all such Series B-2 Preferred Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

(g) Each Series C Preferred share of the Company ("**Series C Preferred Shares**") held by the Members (other than the Blockers) immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive 5.65 share(s) of Parent Stock. As of the Effective Time, all such Series C Preferred Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

(h) Each Company Share held by the Parent or a Blocker immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, be converted solely into the right to receive shares in the Surviving Company following the Effective Time as is set forth opposite the Parent's or such Blocker's name in Annex A.

(i) From and after the Effective Time, except as set forth in Subsections 3A(i)(a) and 3A(i)(h), the holders of Company Shares immediately prior to the Effective Time shall cease to have any rights with respect to such Company Shares and their sole rights shall be those which they will have as holders of shares of Parent Stock.

3B. Treatment of Company Options, SARs and Company Plans.

(a) Immediately prior to the Effective Time, the Company shall convert each outstanding Company SAR into a Company Option by amending the terms of such Company SAR to, among other things, (i) redefine the term "measurement price" as "exercise price", (ii) permit payment of the exercise price by one or more of the methods provided in Section 5(e) of the Company Plan and (iii) provide, upon the exercise of the award, for the issuance of a number of shares equal to the number of shares exercised (other than in connection with a "net exercise" pursuant to which the Company will reduce the number of shares issuable upon exercise by the largest whole number of shares with a fair market value that does not exceed the aggregate exercise price) (such amendment, the "**SAR Conversion**").

(b) At the Effective Time, each Company Option (including, for the avoidance of doubt, each Converted SAR), that has been issued pursuant to the Company Plan and is outstanding immediately prior to the Effective Time (after giving effect to the SAR Conversion) shall be canceled in exchange for a non-qualified stock option under the 2017 Stock Option and Incentive Plan (each, a "**Parent Option**" under the "**Parent Plan**"). Such cancellation and substitution shall be effected in a manner that complies with Sections 409A and 424 of the Code. Each Parent Option shall otherwise continue to have, and be subject to, the same terms and conditions (including the vesting arrangements and other terms and conditions set forth in the Company Plan and the applicable agreement) as in effect immediately prior to the Effective Time (after giving effect to the SAR Conversion), except that (a) such option shall become exercisable for that number of shares of Parent Stock, equal to the product of (i) the number of Common Shares that would have been issuable upon exercise of such Parent Option immediately prior to the Effective Time multiplied by (ii) the Option Exchange Ratio, and (b) the per share exercise price for the shares of Parent Stock issuable upon exercise of such Parent Option shall be equal to the quotient (rounded up to the next whole cent) obtained by dividing (i) the exercise price per Common Share at which such Parent Option was exercisable immediately prior to the Effective Time by (ii) the Option Exchange Ratio. For purposes hereof, the "**Option Exchange Ratio**" shall equal a ratio,

the numerator of which is the fair market value of one Common Share and the denominator of which equals the fair market value of one share of Parent Stock. No acceleration of the vesting of the unvested Company Options shall take place as a result of the consummation of the Merger, and the vesting terms and the expiration dates of the Parent Options shall be identical to the vesting terms and expiration dates of the Company Options. As of the Effective Time, Parent shall assume the Company Plan for the purpose of administering the Parent Options and shall amend and restate the Company Plan into the Parent Plan to, among other things, provide that (i) references to the Company shall be references to Parent, (ii) the Parent's board of directors or a committee thereof shall succeed to the authority and responsibility of the Company board of directors or any committee thereof with respect to administration of the Company Plan and (iii) references to Common Shares shall be references to Parent Stock.

(c) The Company shall take all actions necessary in order to effect the provisions of this Section 3B including, without limitation, seeking all necessary approvals, providing any notice required under the terms of the Company Plan and/or the applicable agreements.

3C. Adjustments to Consideration. The consideration to be issued in connection with the conversion and cancellation of the Company Shares and the consideration to be issued in connection with the conversion and cancellation of the Company Options and Company SARs provided for in this Agreement shall be adjusted appropriately and proportionally to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into or exercisable or exchangeable for Parent Stock or Company Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Stock or Company Shares occurring or having a record date on or after the date hereof and prior to the Effective Time.

Section 4. Rights of Holders; Procedure for Exchange.

4A. Effect of Reorganization. Annex A attached hereto sets forth a calculation of the equity capitalization of Parent following the Blocker Mergers, the Contribution, the Merger, and the Restructuring. For the avoidance of doubt, it is the intention of the Company, the Parent, the Blocker Holders, and the other Holders that the Blocker Holders receive the same portion of the Parent Stock that the applicable Blockers of which they are Blocker Holders would receive in respect of the limited liability company interests in the Company held by them prior to the Restructuring as if the Blocker Holders held the limited liability company interests in the Company held by such Blockers and to the extent that the number of shares of Parent Stock issued to the Blocker Holders in the Restructuring does not effectuate the foregoing, then, to the fullest extent permitted by law, the determination and distribution of the Parent Stock shall be adjusted at the Effective Time to effect the foregoing.

4B. Rights of Holders of Certificates Evidencing Company Shares. On and after the Effective Time and until surrendered for exchange, each certificate that immediately prior to the Effective Time (and, for the avoidance of doubt, following the Contribution) represented Company Shares (except Company Shares cancelled or extinguished or converted into shares in the Surviving Company pursuant to Section 3A above) shall be deemed for all purposes to evidence ownership of and to represent solely the right to receive the number of whole shares of Parent Stock into which such Company Shares shall have been converted

pursuant to Section 3A above. In any matters relating to such certificates formerly representing Company Shares, Parent may rely conclusively upon the record of Members maintained by the Company containing the names and addresses of the holders of record of Company Shares as of immediately prior to the Effective Time.

4C. Procedure for Exchange of Company Shares.

(a) After the Effective Time, holders of certificates theretofore evidencing outstanding Company Shares (except shares cancelled or extinguished or converted into shares in the Surviving Company pursuant to Section 3A), upon surrender of such certificates to the secretary of Parent, shall be entitled to receive uncertificated book entry shares or certificates, to the extent the Parent Stock are certificated, representing the number of shares of Parent Stock into which Company Shares theretofore represented by the certificates so surrendered are exchangeable as provided in Section 3A hereof. Parent shall not be obligated to deliver any such Parent Stock to which any former holder of Company Shares is entitled until such holder surrenders the certificate or certificates representing such Company Shares. Upon surrender, each certificate formerly representing Company Shares shall be cancelled. If there is a transfer of Company Shares ownership which is not registered in the transfer records of the Company, a certificate representing the proper number of shares of Parent Stock may be issued to a Person other than the Person in whose name the certificate so surrendered is registered if: (x) upon presentation to the secretary of Parent, such certificate shall be properly endorsed or otherwise be in proper form for transfer, (y) the Person requesting such payment shall pay any transfer or other Taxes required by reason of the issuance of Parent Stock to a Person other than the registered holder of such certificate or establish to the reasonable satisfaction of Parent that such Tax has been paid or is not applicable, and (z) the issuance of such Parent Stock shall not, in the sole discretion of Parent, violate the requirements of the Regulation D "safe harbor" of the Securities Act with respect to the private placement of Parent Stock that will result from the Restructuring.

(b) All Parent Stock issued upon the conversion of Company Shares, in accordance with the above terms and conditions shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such Company Shares.

(c) With respect to each holder of outstanding Company Shares, the number of shares of Parent Stock receivable by such holder under this Agreement shall be aggregated for all Company Shares held by such holder, and, following such aggregation, any holder of Company Shares who would otherwise be entitled to receive a fraction of a share of Parent Stock shall, in lieu thereof, receive an amount in cash equal to the fair value of such fraction of a share as of the Effective Time as determined in good faith by the Board.

(d) Any Parent Stock issued pursuant to the Restructuring shall bear the legend required by the Registration Rights Agreement and otherwise be subject to the transfer limitations set forth therein.

Section 5. Conditions of the Obligations at the Effective Time.

5A. The obligation of the Parent and Merger Sub to consummate the transactions contemplated hereby at the Effective Time is subject to the satisfaction as of the Effective Time of the following conditions:

(i) Representations and Warranties. Each of the representations and warranties contained in Section 6 and Section 7 shall be true and correct in all material respects at and as of the date of this Agreement and as of the Effective Time.

(ii) Covenants.

(a) The Blockers, Blocker Holders, and Members shall have performed in all material respects all of the covenants and agreements required to be performed hereunder or under the other Transaction Documents at or prior to the Effective Time.

(b) The IPO Closing shall be prepared to occur immediately after the closing of the Restructuring.

(iii) Each of the conditions to the IPO Closing and transactions to be completed in advance of the IPO Closing shall have been performed.

(iv) The Company and shall have entered into an underwriting agreement in connection with the IPO.

(v) The Blocker Mergers shall have become effective in accordance with the applicable provisions of the DGCL and the DE LLC Act.

Any condition specified in this Section 5A, other than Sections 5A(iii) and 5A(v), may be waived by the Company; provided that each such condition shall be deemed satisfied solely for purposes of this Section 5A if the Effective Time occurs.

5B. The obligation of the Members and the Company to consummate the transactions contemplated hereby at the Effective Time is subject to the satisfaction as of the Effective Time of the following conditions:

(i) Covenants. The Parent, the Blocker Holders, and the Members named as Parties thereto shall have executed and delivered the Registration Rights Agreement, as set forth on Exhibit C (the "**Registration Rights Agreement**").

(ii) Each of the conditions to the IPO Closing and transactions to be completed in advance of the IPO Closing shall have been performed.

(iii) The Blocker Mergers shall have become effective in accordance with the applicable provisions of the DGCL and the DE LLC Act.

Section 6. Representations and Warranties of the Company. As a material inducement to the Holders to enter into this Agreement and to consummate the transactions contemplated hereby, the Parent and Company hereby represent and warrant to the Holders as follows:

6A. Organization; Power and Authority. The Parent, the Company and each of its Subsidiaries is a corporation, limited liability company or other legal entity duly incorporated or formed, as applicable, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation, as applicable, and is qualified to do business in every jurisdiction in which the ownership of its properties or the conduct of its business requires it to be so qualified, except for such jurisdictions where the failure to be so qualified, individually or in the aggregate, would not have a material adverse effect. The Parent, the Company and each of their Subsidiaries possesses all requisite corporate, limited liability company or other entity power and authority to own and operate its properties, to carry on its business as now conducted, to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby.

6B. Valid Issuance of Shares. The Parent Stock, when issued, exchanged and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Registration Rights Agreement, Section 4C(d) of this Agreement and the lock-up or market standoff agreements and under the applicable state and federal securities laws. There are no Liens or Encumbrances on the Parent Stock. Assuming the accuracy of the representations in Section 7 of this Agreement the Parent Stock will be issued in compliance with all applicable federal and state securities laws.

6C. Authorization; No Breach. The execution, delivery and performance of this Agreement and each other Transaction Document to which a Blocker, the Company or any of their Subsidiaries is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized, executed and delivered by such entity, as applicable, and constitute a valid and binding obligation of such entity, as applicable, enforceable against such entity, as applicable, in accordance with their respective terms, except (a) as limited by Laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

6D. Taxation. The Contribution and the Merger, taken together with the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement, shall qualify as a transfer of property to Parent described in Section 351 of the Code.

Section 7. Representations and Warranties of the Members. As a material inducement to the Parent and Company to enter into this Agreement and consummate the transactions contemplated hereby, each Member, solely with respect to itself, severally and not jointly hereby represents and warrants to the Parent as follows:

7A. Authorization. Such Member possesses all requisite power and authority necessary to execute and deliver this Agreement and to carry out its obligations contemplated by this Agreement and the Restructuring to which such Member is a party. Such Member's execution, delivery and performance of this Agreement and Transaction Documents to which such Member is a party have been duly authorized by such Member.

7B. Title. As of the date of this Agreement, such Member is the record and beneficial owner of that number of Company Shares set forth opposite such Member's name on Schedule 7B hereto, free and clear of any other restrictions on transfer (other than any restrictions contained in the Operating Agreement or under the Securities Act and state

securities laws), Taxes, Liens, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands, and such securities constitute all of the Equity Securities of the Company owned, beneficially or of record, by such Member. Except as set forth in this Agreement and the Operating Agreement, such Member is not a party to any option, warrant, purchase right, or other contract or commitment (other than this Agreement and the Operating Agreement) that could require such Member to sell, transfer or otherwise dispose of any capital stock of the Company. Such Member is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any limited liability company interests of the Company.

7C. Accredited Investor; Investment. Each Member hereby represents that such Member (i) is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act; (ii) is acquiring the shares of Parent Stock solely for his, her or its own account for investment purposes, and not with a view to the distribution thereof in violation of any applicable securities laws; and (iii) is a sophisticated investor with knowledge and experience in business and financial matters such that such Member is capable of evaluating the Agreement.

7D. No Broker. No broker, finder or agent is entitled to any brokerage fees, finder's fees or commissions in connection with the transactions contemplated by this Agreement based upon arrangements made by such Member.

7E. Taxation. Such Member has not taken any action or failed to take any action, and does not know of any fact or circumstance that, in each case, could reasonably be expected to prevent the Contribution and the Merger, taken together with the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement, from qualifying as a transfer of property to Parent described in Section 351 of the Code. Such Member has not entered, on or prior to the date of the Effective Time, into any binding commitment to sell, transfer, or otherwise dispose of its Parent Stock.

7F. HSR. Each Member represents that as of the Effective Time, either (1) the Ultimate Parent Entity of such Investor as determined in accordance with 16 C.F.R. s. 801.1(a) is the same as the Ultimate Parent Entity of such Investor immediately prior to the Effective Time, or (2) such Member will not acquire and hold more than $80.8 million of Parent Stock.

Section 8. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

"**Blocker Holders**" has the meaning set forth in the Preamble.

"**Blocker Mergers**" has the meaning set forth in Schedule 1 hereto, each as effected pursuant to an Agreement and Plan of Merger in substantially the form set forth in Exhibit D.

"**Blocker Mergersub**" has the meaning set forth in the Recitals.

"**Blockers**" means each of NLV-3 Deciphera, Inc., NLV-G Deciphera, Inc., SVLS-Deciphera, Inc., DRAGSA 20 LLC, and Redmile Deciphera Holdings, Inc.

"**Brightstar Purchase Agreement**" means that Purchase Agreement, dated as of September , 2017, by and between Parent and Brightstar Associates, LLC.

"**Certificate of Merger**" has the meaning set forth in Section 2D.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"Common Shares" has the meaning set forth in Section 3A(i)(c).

"**Company**" has the meaning set forth in the Preamble.

"**Company Options**" has the meaning set forth in the Recitals.

"**Company Plan**" has the meaning set forth in the Recitals.

"**Company SAR**" has the meaning set forth in the Recitals.

"Company Shares" has the meaning set forth in Section 3A(i)(b).

"**Constituent Companies**" has the meaning set forth in Section 2A(i).

"**Contributing Member**" means the Members set forth on Schedule 2 hereto.

"**Contribution**" has the meaning set forth in the Recitals.

"**DE LLC Act**" means Delaware Limited Liability Company Act, as amended from time to time.

"**DGCL**" means the General Corporation Law of the State of Delaware, as amended from time to time.

"**Effective Time**" has the meaning set forth in Section 2E.

"**Encumbrances**" means any Liens, agreements (other than the applicable Governing Documents and any Transaction Documents), voting trusts, proxies and other arrangements or restrictions of any kind whatsoever (other than applicable federal and state securities laws).

"**Equity Securities**" means any membership interests, limited liability company interests, partnership interests, profits interests, capital stock or other equity securities or ownership interests, or securities exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, limited liability company interests, partnership interests, capital stock or other equity securities or ownership interests.

"**Governing Documents**" means, with respect to any Person, its articles of organization or certificate of formation and limited liability company agreement or limited partnership agreement, certificate of incorporation and bylaws, partnership agreement or similar governing documents.

"**Governmental Entity**" means (i) any federal, state, province, local, municipal, tribal, foreign or other government; (ii) any governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, entity or regulatory organization and any court or other tribunal); (iii) any body exercising, or entitled to exercise,

any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal; and (iv) any agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of any federal, state, province, local, municipal or foreign government or other political subdivision or otherwise, or any officer or official thereof with requisite authority.

"**Holders**" has the meaning set forth in the Preamble.

"**IPO**" has the meaning set forth in the Recitals.

"**IPO Closing**" has the meaning set forth in Section 2D.

"**Laws**" means any federal, state, local, municipal, foreign or other statute, law, ordinance, regulation, rule, code, order, principle of common law or judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity, or other requirement or rule (including pursuant to any settlement, consent decree or determination of or settlement with an arbitrator) of law.

"**Lien**" or "**Liens**" means any mortgage, pledge, security interest, Encumbrance, lien or charge of any kind.

"**Merger**" has the meaning set forth in the Recitals.

"**Merger Sub**" has the meaning set forth in the Preamble.

"**Operating Agreement**" has the meaning set forth in Section 2C(ii).

"**Option Exchange Ratio**" has the meaning set forth in Section 3B(b).

"**Parent**" has the meaning set forth in the Preamble.

"**Parent Option**" has the meaning set forth in Section 3B(b).

"Parent Plan" has the meaning set forth in Section 3B(b).

"**Parent Stock**" means the common stock, par value $0.01, of Deciphera Pharmaceuticals, Inc.

"**Party**" or "**Parties**" has the meaning set forth in the Preamble.

"**Person**" means a natural person, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Entity or any department, agency or political subdivision thereof.

"**Registration Rights Agreement**" has the meaning set forth in Section 5B.

"**Registration Statement**" has the meaning set forth in the Recitals.

"**Restructuring**" has the meaning set forth in the Recitals.

"**SAR Conversion**" has the meaning set forth in Section 3B(a).

"**Schedules**" means, collectively, the schedules hereto, and "**Schedule**" means any of the Schedules individually.

"**SEC**" has the meaning set forth in the Recitals.

"**Securities Act**" means the Securities Act of 1933, as amended, or any similar federal Law then in force.

"**Series A Preferred Shares**" has the meaning set forth in Section 3A(i)(d).

"**Series B-1 Preferred Shares**" has the meaning set forth in Section 3A(i)(e).

"**Series B-2 Preferred Shares**" has the meaning set forth in Section 3A(i)(f).

"**Series C Preferred Shares**" has the meaning set forth in Section 3A(i)(g).

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons shall be allocated a majority of partnership, association or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, association or other business entity.

"**Surviving Company**" has the meaning set forth in Section 2A(ii).

"**Tax**" or "**Taxes**" means federal, state, county, local, foreign or other income, gross receipts, ad valorem, franchise, profits, sales or use, transfer, registration, excise, real or personal property, escheat, value added, capital interests, license, payroll, wage or other withholding, employment, social security, severance, stamp, occupation, alternative or add-on minimum, estimated and other taxes, customs, duties, governmental fees, or other like assessment or charge of any kind whatsoever (including deficiencies, penalties, additions to tax, and interest attributable thereto) whether disputed or not.

"**Transaction Documents**" means this Agreement, the Agreement and Plan of Merger of each of the Blockers and Blocker Mergersubs, and the other agreements, certificates and instruments required to be delivered at the Effective Time to other Parties hereto in accordance with this Agreement.

Section 9. Miscellaneous.

9A. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given if made by hand delivery, by telecopier, by overnight delivery service for next business day delivery, or by registered or certified mail (return receipt requested), in each case with delivery charges prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by it by like notice):

If to the Company:

500 Totten Pond Road
Waltham, MA 02451
Attention: Chief Executive Officer and Chief Financial Officer

With copies to (such copy not to constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Fax: 617-523-1231
Attention: Richard Hoffman

If to Parent:

500 Totten Pond Road
Waltham, MA 02451
Attention: Chief Executive Officer and Chief Financial Officer

With copies to (such copy not to constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Fax: 617-523-1231
Attention: Richard Hoffman

All such notices and other communications shall be deemed to have been duly given as follows: when delivered by hand, if personally delivered, when received; (i) if delivered by registered or certified mail (return receipt requested), when receipt acknowledged; or (ii) if telecopied, on the day of transmission or, if that day is not a business day, on the next business day; and the next business day delivery after being timely delivered to a recognized overnight delivery service.

9B. Intentionally Omitted.

9C. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to Sections and Articles of this Agreement unless otherwise stated. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import, unless the context requires otherwise, refer to this Agreement (including the Schedules hereto). As used in this Agreement, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires.

9D. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall negotiate in good faith to modify this Agreement and to preserve each Party's anticipated benefits under this Agreement.

9E. Amendment. This Agreement may not be amended or modified, or any provision hereof waived, except by an instrument in writing approved by the Parties to this Agreement and signed on behalf of each of the Parties hereto.

9F. Waiver. At any time prior to the Effective Time, any Party hereto may (a) extend the time for the performance of any of the obligations or other acts of any other Party hereto or (b) waive compliance with any of the agreements of any other Party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. Any such extension or waiver shall only be effective if made in writing and duly executed by the Party giving such extension or waiver.

9G. Miscellaneous. This Agreement (together with all other documents and instruments referred to herein): (a) constitutes the entire agreement, and supersedes all other prior agreements and undertakings, both written and oral, among the Parties, with respect to the subject matter hereof; and (b) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but, to the fullest extent permitted by law, shall not be assignable by any Party hereto without the prior written consent of the other Parties hereto.

9H. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other Party by facsimile or email of a PDF, which, to the fullest extent permitted by law, facsimile or PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

9I. Third Party Beneficiaries. Each Party hereto intends that this Agreement, except as expressly provided herein, shall not benefit or create any right or cause of action in or on behalf of any Person (including, without limitation, any Person holding any Company Options and Company SARs) other than the Parties hereto.

9J. Consent to Jurisdiction. To the fullest extent permitted by law, the Parties hereto agree that jurisdiction and venue in any suit, action, or proceeding brought by any Party pursuant to this Agreement or the transactions contemplated hereby shall properly and exclusively lie in the Chancery Court of the State of Delaware, and any state appellate court therefrom within the state of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware). To the fullest extent permitted by law, each Party hereto also agrees not to bring any suit, action or proceeding, arising out of or relating to this Agreement or the transactions contemplated hereby in any other court (other than upon the appeal of any judgment, decision or action of any such court located in Delaware or, as applicable, any federal appellate court that includes the state of Delaware within its jurisdiction). To the fullest extent permitted by law, by execution and delivery of this agreement, each Party hereto irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such suit, action or proceeding. To the fullest extent permitted by law, the Parties hereto irrevocably agree that venue would be proper in such court, and hereby waive any objection that any such court is an improper or inconvenient forum for the resolution of such suit, action or proceeding. The Parties hereto further agree that, to the fullest extent permitted by law, the mailing by certified or

registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by law.

9K. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING.

9L. Tax Matters.

(i) Each Member (other than Blockers) agrees, on a several basis, to pay, and to indemnify and hold harmless Parent, Mergersub, and their affiliates for all withholding Taxes and transfer, documentary, sales, use, stamp, registration, or other similar Taxes incurred in connection with such Member's transfer of Company Shares pursuant to the Contribution or the Merger.

(ii) The Parties hereto agree that for U.S. federal income tax purposes, the Merger and the Contribution, taken together with the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement, are intended to be treated together as a transfer of equity interests in the Company (in the case of the Merger, the Contribution and the Blocker Mergers) to Parent and a transfer of other property to Parent in each case in exchange for stock of Parent in a transaction in which gain or loss is not recognized under Section 351 of the Code. The Parties hereto further agree that, for all Tax purposes, the Merger, the Contribution, the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement shall be reported consistent with this intent, and none of them (nor any of their respective affiliates) will take any inconsistent Tax position on any tax return or otherwise, except as otherwise required by a "determination" within the meaning of Section 1313(a)(1) of the Code or any similar provision of any state, foreign, or local law.

(iii) Neither Parent nor any of its Subsidiaries has any plan or intention to liquidate, merge, transfer all or substantially all of the assets of, or otherwise dissolve the Surviving Company or any of the companies that is a "Surviving Company" as defined in and pursuant to the Agreement and Plan of Merger of each of the Blockers and Blocker Mergersubs.

(iv) None of the Parties or any of their respective Subsidiaries shall take any action, or fail to take any reasonable action, as a result of which the Merger and Contribution, taken together with the Blocker Mergers, the issuance of Parent Stock pursuant to the IPO, and the purchase of Parent Stock by Brightstar Associates, LLC pursuant to the Brightstar Purchase Agreement, would reasonably be expected to fail to qualify as a transfer of equity interests in the Company to Parent that is described in Section 351 of the Code.

9M. Expenses. All actual, reasonable out of pocket expenses incurred by the Blockers and the Members in connection with the Merger, the Restructuring and the IPO will be borne by the Company.

9N. Termination. This Agreement shall terminate upon the first to occur of December 26, 2017 or the Company and the majority of holders of Company Shares agreeing not to pursue the Restructuring.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

DECIPHERA PHARMACEUTICALS, LLC

By: _____
Name: _____
Title: _____

PARENT:

DECIPHERA PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

MERGER SUB:

DP MERGERSUB, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

[signature pages]

By: _____
Name: _____
Title: _____

SCHEDULE 1

RESTRUCTURING SCHEDULE

The mergers set forth in items 1 through 5 of this Schedule 1 are referred to in this Agreement as the "Blocker Mergers."

1. NLV-3 MergerSub, Inc. will merge with and into NLV-3 Deciphera, Inc. ("Blocker Merger 1")
    a. The shares of common stock of NLV-3 Deciphera, Inc. will be converted into 1,957,832 shares of Parent Stock
    b. NLV-3 Deciphera, Inc. will be the surviving entity and continue as a member of the Company
2. Simultaneous with Blocker Merger 1, NLV-G MergerSub, Inc. will merge with and into NLV-G Deciphera, Inc.
    a. The shares of common stock of NLV-G Deciphera, Inc. will be converted into 1,771,308 shares of Parent Stock
    b. NLV-G Deciphera, Inc. will be the surviving entity and continue as a member of the Company
3. Simultaneous with Blocker Merger 1, SVLS MergerSub, Inc. will merge with and into SVLS-Deciphera, Inc.
    a. The shares of common stock of SVLS-Deciphera, Inc. will be converted into 1,566,303 shares of Parent Stock
    b. SVLS-Deciphera, Inc. will be the surviving entity and continue as a member of the Company
4. Simultaneous with Blocker Merger 1, DRAGSA 20 MergerSub, Inc. will merge with and into DRAGSA 20 LLC
    a. all of the limited liability company interests in DRAGSA 20 LLC will be converted into 821,238 shares of Parent Stock
    b. DRAGSA 20 LLC will be the surviving entity and continue as a member of the Company
5. Simultaneous with Blocker Merger 1, Redmile MergerSub, Inc. will merge with and into Redmile Deciphera Holdings, Inc.
    a. The shares of common stock of Redmile Deciphera Holdings, Inc. will be converted into 372,880 shares of Parent Stock
    b. Redmile Deciphera Holdings, Inc. is be the surviving entity and continue as a member of the Company

Exhibit 4.3

DECIPHERA PHARMACEUTICALS, INC.

REGISTRATION RIGHTS AGREEMENT

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), is made as of the 27th day of September, 2017, by and among Deciphera Pharmaceuticals, Inc., a Delaware corporation (the "**Company**") and each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor**". Capitalized terms used herein without definition shall, unless otherwise indicated, have the meaning specified in the Company's Certificate of Incorporation, as may be amended or restated from time to time.

RECITALS

WHEREAS, the Company and certain of the Investors entered into a Second Amended and Restated Investors' Rights Agreement, dated as of May 26, 2017 (the "**Investor Rights Agreement**"), in connection with the purchase by such Investors of Series C Preferred Shares from the Company, which they now wish to terminate in anticipation of the Company's initial public offering.

WHEREAS, the Company and the Investors hereby agree that this Agreement shall govern the registration rights of the Common Shares issued or issuable to the Investors and shall govern certain other matters as set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital, private equity or other investment fund or account now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company or investment advisor with, such Person.

1.2 "**Board**" means the board of directors of the Company.

1.3 "**Common** Shares" means shares of common stock, par value $0.001 per share, of the Company.

1.4 "**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.5 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.6 "**Excluded Registration**" means (i) a registration relating to the sale of securities to employees of the Company or a Subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration on Form S-8, Form S-4 or any successor form to either of the foregoing; or (iii) a registration in which the only Common Shares being registered are Common Shares issuable upon conversion of debt securities that are also being registered.

1.7 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.8 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.9 "**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

1.10 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including, adoptive relationships, of a natural person referred to herein.

1.11 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.12 "**IPO**" means the Company's first underwritten public offering of its Common Shares under the Securities Act.

1.13 "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.14 "**Principal Investor**" means each of Brightstar Associates LLC ("Brightstar"), New Leaf Ventures III, L.P. and any Affiliates (collectively, "New Leaf") and SV Life Sciences Fund VI, L.P., SV Life Sciences Fund VI Strategic Partners, LP, and any Affiliates ("SVLS"), Viking Global Opportunities Intermediate LP, DRAGSA 14 LLC and any Affiliates (collectively, "Viking"), and Redmile Capital Fund, LP, Redmile Capital Offshore Fund, Ltd., Redmile Capital Offshore Fund II, Ltd., Redmile Special Opportunities Fund, Ltd., Redmile Biopharma Investments I, L.P., and any Affiliates ("Redmile") and any Person to which the rights under this Agreement may be assigned by Brightstar, New Leaf, SVLS, Viking, and Redmile as the case may be, pursuant to clause (i) or (ii) of Section 3.1 and which holds at least 480,250 Common Shares (subject to appropriate adjustment for share splits, share dividends, combinations, and other recapitalizations).

1.15 "**Registrable Securities**" means (i) any Common Shares held by the Investors; (ii) any Common Shares, or any Common Shares issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, acquired by the Investors after the date hereof; and (iii) any Common Shares issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 3.2, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.13 of this Agreement.

1.16 "**Registrable Securities then outstanding**" means the number of shares determined by adding the number of outstanding Common Shares that are Registrable Securities and the number of Common Shares issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.17 "**Restricted Securities**" means the securities of the Company required to be notated with the legend set forth in Subsection 2.12(b) hereof.

1.18 "**SEC**" means the Securities and Exchange Commission.

1.19 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

1.20 "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

1.21 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.22 "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Subsection 2.6.

1.23 "**Subsidiary**" means with respect to any Person, any corporation, joint venture, limited liability company, partnership, association or other business entity of which more than 50% of the total voting power of stock or other equity entitled to vote generally in the election of directors or managers or equivalent persons thereof is owned or controlled, directly or indirectly, by such Person.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after one hundred eighty (180) days after the date of the final prospectus for the IPO, the Company receives a request from Holders of at least forty percent (40%) of the Registrable Securities then outstanding (or a lesser percentage if the reasonably anticipated aggregate offering amount to the public, net of Selling Expenses, would exceed $25 million) that the Company file a Form S-1 registration statement with respect to Registrable Securities then outstanding having an anticipated aggregate offering amount to the public, net of Selling Expenses, of not less than $25 million, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Sections 2.1(c) and 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least ten percent (10%) of the Registrable Securities then outstanding (or a lesser percentage if the reasonably anticipated aggregate offering amount to the public, net of Selling Expenses, would exceed $5 million) that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering amount, net of Selling Expenses, of at least $5 million, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Sections 2.1(c) and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Section 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such ninety (90) day period other than an Excluded Registration.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a) (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is (A) one hundred eighty (180) days after the effective date of, a Company-initiated registration for the IPO or (B) ninety (90) days after the effective date of a Company-initiated registration that is not for the IPO, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected three (3) registrations pursuant to Subsection 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b) and the content of such form is reasonably sufficient for purposes of the intended distribution. The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration in respect of which Subsection 2.2 applied, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two registrations pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Common Shares under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Subsection 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by a majority in interest of the Initiating Holders and shall be reasonably acceptable to the Company. In such event, the right of any Holder to include such Holder's Registrable

Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below twenty percent (20%) of the total number of securities included in such offering. For purposes of the provision in this Subsection 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3(a), fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Shares (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended, if necessary, to keep the registration statement effective until the earlier of (A) all such Registrable Securities are sold or (B) once all Registrable Securities held by Brightstar that are registered on such registration statement have been sold, all such Registrable Securities may be sold freely without limitations or restrictions as to volume or manner of sale pursuant to Rule 144, provided that the Company shall not be obligated to keep such registration statement effective during the period provided in Subsection 2.1(d)(i) or (ii);

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such number of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the selling Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering, and cause to be furnished, at the request of the selling Holders, on the date that Registrable Securities are delivered to underwriters for sale in connection with an underwritten offering pursuant to this Agreement, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters by such counsel, and (ii) a letter or letters from the independent certified public accountants of the Company, in form and substance as is customarily given by the Company's independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent, registrar and, if applicable, custodian for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one counsel for the selling Holders designated by the selling Holder which holds the greatest number of Registrable Securities included in such registration ("Selling Holder Counsel"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Subsections 2.1(a) or 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the net proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder).

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder) pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) The obligations of the Company and Holders under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that (i) would provide to such holder the right to include securities in any registration on other than either a pro rata basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include; or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder.

2.11 "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of its Common Shares or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days in the case of the IPO or ninety (90) days (or such lesser time period as the underwriters in such offering may require) in the case of any registration effected pursuant to Subsection 2.1(a), 2.1(b) or 2.2 other than the IPO), or such other period as may be required to accommodate applicable regulatory restrictions, if any, on (1) the publication or other distribution of research reports, and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Shares then owned by the Holder immediately prior to the date of the final prospectus or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.11 shall apply to an offering other than the IPO only if (a) such offering was effected pursuant to Subsection 2.1, (b) such offering is underwritten, and (c) there has not been any such non-IPO offering to which this sentence applies in the preceding six-month period. The foregoing provisions of this Subsection 2.11 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement,

or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder or distributions or transfers of any shares to partners, members, stockholders, Affiliates or custodians of the Holder, provided that the trustee of the trust or the partner, member, stockholder or Affiliate, as the case may be, agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value; and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and the Company obtains a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Shares. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.11 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements.

2.12 Restrictions on Transfer.

(a) The Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended solely to ensure compliance with the provisions of the Securities Act.

(b) Each certificate, instrument, or book entry representing (i) the Registrable Securities, and (ii) any other securities issued in respect of the securities referenced in clause (i), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.12(c)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.12.

(c) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; or (z) with respect to any customary arrangement in connection with the deposit of Registrable Securities in a non-margin custodial account so long as such Registrable Securities are in certificated form (it being understood that the Company may require the exchange of any such certificated securities for book-entry shares upon the IPO); provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.12. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144 or pursuant to an effective registration statement, the appropriate restrictive legend set forth in Subsection 2.12(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Subsections 2.1 or 2.2 shall terminate upon the earliest to occur of:

(a) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration; provided, however, that in the case of a Principal Investor, the termination pursuant to this Subsection 2.13(a) of such Principal Investor's right to request registration or inclusion of Registrable Securities in any such registration pursuant to Subsections 2.1 or 2.2 shall not occur until such Principal Investor first holds of record less than one percent (1%) of the outstanding capital stock of the Company; and

(b) in the case of all Holders other than the Principal Investors, the third anniversary of the IPO.

3. Miscellaneous.

3.1 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including any notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.1 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Common Shares from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 3.1; (iii) to any existing Affiliate, partner, member, stockholder, current or prospective investor or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law or at the request of any governmental or regulatory authority, provided that, if legally permitted, the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure. In the case of (i), (ii), and (iii) in the preceding sentence, such Investor designating such representative shall be liable to the Company for any use or disclosure of the confidential information in violation of the terms of this Agreement by its designee.

3.2 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by an Investor to a transferee of its Common Shares that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 480,250 Common Shares (subject to appropriate adjustment for share splits, share dividends, combinations, and other recapitalizations); provided, however, that (y) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Common Shares with respect to which such rights are being transferred; and (z) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.11. For the purposes of determining the number of Common Shares held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

3.3 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in this Agreement, the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

3.4 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware.

3.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

3.6 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

3.7 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 3.7. If notice is given to the Company, a copy shall also be sent to Goodwin Procter, LLP, 100 Northern Ave., Boston, Massachusetts 02210, Attention: Richard Hoffman, and if notice is given to the Investors, a copy shall also be given to the respective parties as set forth on Schedule A hereto.

3.8 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of Registrable Securities then outstanding; provided that (a) the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment

allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); (b) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party, and (c) any amendment or waiver of Sections 1.14, 1.22, 2.11, 2.13 and this clause (c) shall require the consent of any Principal Investor that holds at least 1% of the Common Shares. The Company shall give prompt written notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Subsection 3.8 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

3.9 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

3.10 Aggregation of Shares. All Common Shares held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate.

3.11 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Investor Rights Agreement shall be deemed terminated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

3.12 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the Court of Chancery in the State of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Court of Chancery in the State of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

3.13 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

3.14 Acknowledgment. The Company acknowledges that the Investors are in the business of venture capital investing and therefore review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict the Investors from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

[Remainder of Page Intentionally Left Blank]

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

COMPANY:

DECIPHERA PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

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

INVESTORS:

NEW LEAF VENTURES III, L.P.

By: _____
Name: _____
Title: _____

NEW LEAF BIOPHARMA OPPORTUNITIES I, L.P.

By: _____
Name: _____
Title: _____

BRIGHTSTAR ASSOCIATES LLC

By: _____
Name: _____
Title: _____

SPHERA GLOBAL HEALTHCARE MASTER FUND

By: _____
Name: _____
Title: _____

BIOCHENOMIX LLC

By: Biochenomix, Inc., as sole member of Biochenomix, L.L.C.

By: _____
Name: _____
Title: _____

REDMILE CAPITAL FUND, LP

By: _____
Name: _____
Title: _____

REDMILE CAPITAL OFFSHORE FUND, LTD.

By: _____
Name: _____
Title: _____

REDMILE CAPITAL OFFSHORE FUND II, LTD.

By: _____
Name: _____
Title: _____

REDMILE SPECIAL OPPORTUNITIES FUND, LTD.

By: _____
Name: _____
Title: _____

REDMILE BIOPHARMA INVESTMENTS I, LTD.

By: _____
Name: _____
Title: _____

SV LIFE SCIENCES FUND VI, L.P.

By: SV Life Sciences Fund VI (GP), L.P., its sole General Partner

By: SVLSF VI, LLC, its sole general partner

By: _____
Name: _____
Title: _____

SV LIFE SCIENCES FUND VI STRATEGIC PARTNERS, L.P.

By: SV Life Sciences Fund VI (GP), L.P.
Its: Sole General Partner

By: SVLSF VI, LLC
Its: Sole General Partner

By: _____
Name: _____
Title: _____

VIKING GLOBAL OPPORTUNITIES INTERMEDIATE LP

By: Viking Global Opportunities GP LLC, its general partner

By: _____
Name: _____
Title: _____

DRAGSA 14 LLC

By: Viking Global Investors LP, its non-member manager

By: _____
Name: _____
Title: _____

SCHEDULE A

Investors

New Leaf Ventures III, L.P.
New Leaf Biopharma Opportunities I, L.P.
New Leaf Venture Partners
Times Square Tower
7 Times Square, Suite 3502
New York, NY 10036
Phone: (646) 871-6400
Fax: (646) 871-6450
This entity does not accept
legal notices via e-mail.

Brightstar Associates LLC
300 West 11th Street
Kansas City, MO 64105
Attn: Gary Muller

Biochenomix LLC
643 Massachusetts, Suite 200
Lawrence, KS 66044
Attn: Dan Flynn

SV Life Sciences Fund VI, L.P.
SV Life Sciences Fund VI Strategic Partners, L.P.
c/o SV Life Sciences
One Boston Place
201 Washington St., Suite 3900
Boston, MA 02108
Attn: Denise Marks

DRAGSA 14 LLC
Viking Global Opportunities Intermediate LP
c/o Viking Global Investors LP
55 Railroad Avenue
Greenwich, CT 06830

Redmile Capital Fund, LP
Redmile Capital Offshore Fund, Ltd.
Redmile Capital Offshore Fund II, Ltd.
Redmile Special Opportunities Fund, Ltd.
Redmile Biopharma Investments I, L.P.
One Letterman Drive, Suite D3-300
San Francisco, CA 94129

Sphera Global Healthcare Master Fund
400 Madison Avenue, 9th Floor
New York, New York 10017

Exhibit 10.6

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of the 25th day of September, 2017, by and between Michael D. Taylor, Ph.D. (the "Executive") and Deciphera Pharmaceuticals, LLC, a Delaware limited liability company (the "Company"; the Executive and the Company are collectively referred to as the "Parties"). This Agreement shall be effective as of the closing of the first underwritten public offering of the equity securities of Deciphera Pharmaceuticals, Inc. ("Parent") pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Effective Date").

RECITALS

WHEREAS, the Company, and the Executive are parties to an employment agreement and that certain Executive Retention – Salary Continuation letter agreement, in each case dated March 1, 2014 (together, the "Prior Agreement"), which the Company and the Executive intend to replace with this Agreement;

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Employment.

(a) Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of Section 3 (the "Term").

(b) Position and Duties. During the Term, the Executive shall serve as the President and Chief Executive Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Board of Directors of Parent (the "Board"), provided that such duties are consistent with the Executive's position, or other positions that the Executive may hold from time to time. The Executive shall devote Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services do not materially interfere with the Executive's obligations or performance of Executive's duties to the Company as provided in this Agreement.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be $470,000. The base salary shall be evaluated periodically by the Board or the Compensation Committee of the Board (the "Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

(b) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive's target annual incentive compensation shall be 50 percent of Executive's Base Salary. The target annual incentive compensation in effect at any given time is referred to herein as "Target Annual Cash Incentive Compensation." To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(c) Employee Benefits. During the Term, the Executive will be entitled to participate in the Company's employee benefit plans and programs in effect from time to time, subject to the terms of such plans and programs.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable and documented out-of-pocket business expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Paid Time Off. During the Term, the Executive shall be entitled to paid time off in accordance with the Company's policies and procedures. During the Term, the Executive shall also be entitled to all paid holidays given by the Company to its executives.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12)-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq*. and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates; (ii) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Executive that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries and affiliates if the Executive was retained in his position; (iii) continued non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than thirty (30) days following written notice of such non-performance from the Board; (iv) a breach by the Executive of any of the provisions contained in this Agreement, or in any Agreement between the parties; (v) a material violation by the Executive of the Company's written employment policies; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) the relocation of the Company's offices such that the Executive's daily commute is increased by at least fifty (50) miles each way without the written consent of the Executive; (ii) material reduction of the Executive's annual base salary without the prior consent of the Executive (other than in connection with, and substantially proportionate to, reductions by the Company of the annual base salary of more than fifty percent (50%) of its employees); or (iii) material diminution in the Executive's duties, authority or responsibilities without the prior consent of the Executive, other than changes in duties, authority or responsibilities resulting from the Executive's misconduct; provided, however, that any reduction in duties, authority or responsibilities or reduction in the level of management to which the Executive reports resulting solely from a Change in Control which results in the Company being acquired by and made a part of a larger entity shall not constitute Good Reason (each a "Good Reason Condition"). "Good Reason Process" shall mean that (A) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (B) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within sixty (60) days of the first occurrence of such Good Reason Condition; (C) the Executive cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (D) notwithstanding such efforts, the Good Reason Condition continues to exist; and (E) the Executive terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which a Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the last date of employment as referenced in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) without Good Reason, thirty (30) days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, (A) in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement, and (B) in the event that the Company terminates the Executive's employment without Cause under Section 3(d), the Company may unilaterally accelerate the Date of Termination to any earlier effective date provided that the Company continues to pay the Executive the Base Salary through the Date of Termination.

4. Compensation Upon Termination.

(a) Compensation Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any Base Salary earned through the Date of Termination and unpaid expense reimbursements (subject to, and in accordance with, Section 2(d) of this Agreement); and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates his employment for Good Reason as provided in Section 3(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a separation and general release agreement in a form and manner satisfactory to the Company (the "Separation and General Release Agreement"), the Separation and General Release Agreement becoming irrevocable and fully effective, all within the time frame set forth in the Separation and General Release Agreement (but in no event later than sixty (60) days after the Date of Termination), and the Executive not breaching any of his post-employment contractual obligations to the Company:

(i) the Company shall pay the Executive an amount equal to 12 months of the Executive's then current Base Salary; and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 12 months following the Date of Termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) the amounts payable under this Section 4(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, the severance amount shall begin to be paid in the second calendar year by the last day of such sixty (60)-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

5. Change in Control Payment. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control (as defined below). These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 12 months after the occurrence of the first event constituting a Change in Control. These provisions shall terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control.

(a) Change in Control. During the Term, if within 12 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release (but in no event later than sixty (60) days following the Date of Termination):

(i) the Company shall pay the Executive a lump sum amount equal to 1.5 times the sum of (A) the Executive's then current Base Salary plus (ii) the Executive's Target Annual Cash Incentive Compensation for the then-current year;

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 18 months following the date of termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, all time-based stock options and other time-based stock-based awards granted to the Executive shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; and

(iv) the amounts payable under this Section 5(a) shall be paid or commence to be paid within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such sixty (60)-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 5(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act"), any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The Parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The Parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Nondisclosure/Confidentiality.

(a) Confidential Information. As used in this Agreement, "Confidential Information" shall mean information belonging to the Company or any of its subsidiaries or affiliates or related entities, as applicable (together, the "Protected Parties" and each of them, a "Protected Party") which is of value to any of the Protected Parties in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to a Protected Party. Confidential Information includes, without limitation:

(i) the identity of any current or prospective customers, clients, suppliers or vendors of any of the Protected Parties;

(ii) information relating to the business, products, affairs and finances of any of the Protected Parties;

(iii) information relating to the manufacture, production, distribution, marketing, or sale of any product sold by any of the Protected Parties;

(iv) technical data and know-how relating to the business of any of the Protected Parties;

(v) any information relating to technology, marketing and business plans or strategies of any of the Protected Parties;

(vi) any management accounting or other similar financial information that would typically be included in the financial statements of any of the Protected Parties, including without limitation, the amount of the assets, liabilities, net worth, revenues or net income of any of the Protected Parties;

(vii) names and addresses of any of the customers, clients, suppliers, vendors and employees of any of the Protected Parties, and details of any independent contractor or agency arrangements of any of the Protected Parties;

(viii) information relating to legal and professional dealings, equity structure, real property, tangible property, finances, business, and investment activities, and other personal affairs of any of the Protected Parties; and

(ix) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials (whether made or created by the Executive or otherwise) relating to the business of any of the Protected Parties;

Notwithstanding the foregoing, Confidential Information does not include information in the public domain prior to the time of disclosure, unless due to breach of the Executive's duties under Section 7(b).

(b) Confidentiality. The Executive understands and agrees that the Executive's employment with the Company will create a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive's employment with the Company and after his termination of employment, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company, or as may be required by applicable law. For the avoidance of doubt, the Executive understands that pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive further understands that nothing contained in this Agreement limits the Executive's ability to (A) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company, or (B) share compensation information concerning the Executive or others, except that this does not permit the Executive to disclose compensation information concerning others that the Executive has obtained because the Executive's job responsibilities require or allow access to such information.

(c) Company Property. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or any other Protected Party or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain any such material or property or any copies thereof after such termination.

(d) Work Product. As used in this Agreement, the term "Work Product" means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise), or any part thereof, which relates to the Company's or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are or were conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may discover, invent or originate during the Term of Employment shall be the exclusive property of the Company, and its affiliates, as applicable, and the Executive hereby assigns all of the Executive's right, title and interest in and to such Work Product to the Company or its applicable affiliate, including all intellectual property rights therein. The Executive shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its affiliate's, as applicable) rights therein, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its affiliate's, as applicable) rights therein. The Executive hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company's (and any of its affiliate's, as applicable) rights to any Work Product.

(e) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Paragraph.

8. Third-Party Agreements and Rights. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's duties for the Company as contemplated under this Agreement will not violate any obligations the Executive may have to any other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such other party.

9. Non-Competition; Non-Solicitation.

(a) The Executive understands and acknowledges that the Executive is being hired as a key employee with the Company, and is being placed in an executive position which includes the Executive's involvement and discretion in decisions and matters of importance for the Company. The Executive understands that the nature of the Executive's position gives the Executive access to and knowledge of Confidential Information and places the Executive in a position of trust and confidence with the Company. The Executive further understands and acknowledges that the Company's ability to safeguard its Confidential Information for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive may result in unfair or unlawful competitive activity.

(b) Because of the Company's legitimate business interest as described herein, and the good and valuable consideration offered to the Executive, during the Executive's employment with the Company and continuing through twelve (12) months after the Date of Termination (the "Restricted Period"), the Executive (i) will not, directly or indirectly, whether as owner, partner, investor, operator, manager, officer, director, consultant, agent, employee, co-venturer, advisor, representative or otherwise, engage, participate, assist or invest or actively prepare to engage, participate, assist or invest or actively prepare to engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting, hiring or otherwise soliciting, inducing or influencing any person to leave employment with any of the Protected Parties; and (iii) will refrain from soliciting or encouraging any customer, supplier, consultant or vendor to terminate or otherwise modify adversely its business relationship with any of the Protected Parties. The Executive understands that the restrictions set forth in this Section 9 are intended to protect the interest of each of the Protected Parties in its Confidential Information, goodwill and established employee, customer, supplier, consultant and vendor relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose.

(c) For purposes of this Agreement, the term "Competing Business" shall mean engaged (or seeking to engage) in any way in developing, manufacturing, offering, producing, providing, marketing, performing, licensing, or soliciting business for pre-clinical, clinical or commercial stage products or product candidates in oncology that: (i) in the case of pre-clinical assets are focused on specific molecular targets, that are identified by the Company

as the primary intended molecular targets (e.g. the primary intended molecular targets of DCC-2618 would be the KIT and PDGFRa kinases) or (ii) in the case of clinical-stage or commercial assets that are in active development for a particular label or indication (as defined by an active clinical protocol or prescribing information) that the Company is actively pursuing on the Termination Date or is the subject of active planning by the Company, its subsidiaries and/or its affiliates as of the Date of Termination (irrespective of whether such business is carried on by the Company and/or any of its subsidiaries or affiliates as of the Effective Date). Notwithstanding the foregoing, "Competing Business" shall not include any investment by the Executive, directly or indirectly, solely as an investor (x) in publicly traded stock of a company representing less than two percent (2%) of the stock of such company, or (y) in mutual funds, exchange traded funds or similar investment or alternative investment vehicles, in each case, investing in public market securities.

(d) The restrictions in this Section 9 shall apply to any conduct in (i) the United States of America; (ii) any geographic area in which the Company or its subsidiaries or affiliates has sold, is then selling, or is actively planning to sell its products or services as of the Date of Termination; and (iii) any other geographic area in which the Company or its subsidiaries or affiliates has operated, is then operating or is actively planning to operate its business.

(e) The parties acknowledge and agree that these restrictive covenants set forth in this Section 9 shall not supersede or be superseded by, and shall be read in conjunction with, any non-solicitation, non-competition and confidentiality agreement or other restrictive covenants entered into between the parties to effect the greatest restriction.

10. Severability. If any provision of this Agreement, or any part thereof, is held by a court or other authority of competent jurisdiction to be invalid or unenforceable, the parties agree that the court or authority making such determination will have the power to reduce the duration or scope of such provision or to delete specific words or phrases as necessary (but only to the minimum extent necessary) to cause such provision or part to be valid and enforceable. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement without violating applicable law.

11. Remedies. The Executive acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the Company's legitimate business interests and that any violation of the provisions contained herein may result in irreparable injury to the Company and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the restrictions contained herein. In the event of a breach or a threatened breach by the Executive of any provision contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining the Executive from the commission of any breach, shall not be required to provide any bond or other security in connection with obtaining any such equitable remedy and shall be entitled to recover the Company's reasonable attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this Section 119 shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages. In the event of a breach by Executive of any covenants contained herein, the term of such covenant shall be tolled until such breach has been duly cured.

12. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Governing Law. This Agreement shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such state. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

19. Successor to Company. This Agreement shall inure to the benefit of and be enforceable by any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company.

20. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and the Company's respective successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement, or other right. The Agreement is not intended and shall not be construed to create any third party beneficiaries or to provide to any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

21. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements between the Parties concerning such subject matter, including without limitation, the Prior Agreement and any offer letter between the Company and the Executive; provided that any restrictive covenant obligation shall remain in full force and effect.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

DECIPHERA PHARMACEUTICALS, LLC

Dated: September 25, 2017

By: /s/ Thomas P. Kelly
Name: Thomas P. Kelly
Title: Chief Financial Officer

Dated: September 25, 2017

/s/ Michael D. Taylor
MICHAEL D. TAYLOR, PH.D.

Exhibit 10.7

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of the 25th day of September, 2017, by and between Christopher J. Morl (the "Executive") and Deciphera Pharmaceuticals, LLC, a Delaware limited liability company (the "Company"; the Executive and the Company are collectively referred to as the "Parties"). This Agreement shall be effective as of the closing of the first underwritten public offering of the equity securities of Deciphera Pharmaceuticals, Inc. ("Parent") pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Effective Date").

RECITALS

WHEREAS, the Company and the Executive are parties to that certain Employment agreement and that certain Executive Retention – Salary Continuation letter agreement, in each case dated August 9, 2016 (together, the "Prior Agreement"), which the Company and the Executive intend to replace with this Agreement;

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Employment.

(a) Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of Section 3 (the "Term").

(b) Position and Duties. During the Term, the Executive shall serve as the Chief Business Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Chief Executive Officer of the Company or the Board of Directors of Parent (the "Board"), provided that such duties are consistent with the Executive's position, or other positions that the Executive may hold from time to time. The Executive shall devote Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services do not materially interfere with the Executive's obligations or performance of Executive's duties to the Company as provided in this Agreement.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be $335,000. The base salary shall be evaluated periodically by the Board or the Compensation Committee of the Board (the "Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

(b) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive's target annual incentive compensation shall be 35 percent of Executive's Base Salary. The target annual incentive compensation in effect at any given time is referred to herein as "Target Annual Cash Incentive Compensation." To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(c) Employee Benefits. During the Term, the Executive will be entitled to participate in the Company's employee benefit plans and programs in effect from time to time, subject to the terms of such plans and programs.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable and documented out-of-pocket business expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Paid Time Off. During the Term, the Executive shall be entitled to paid time off in accordance with the Company's policies and procedures. During the Term, the Executive shall also be entitled to all paid holidays given by the Company to its executives.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12)-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq*. and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates; (ii) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Executive that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries and affiliates if the Executive was retained in his position; (iii) continued non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than thirty (30) days following written notice of such non-performance from the Board; (iv) a breach by the Executive of any of the provisions contained in this Agreement, or in any Agreement between the parties; (v) a material violation by the Executive of the Company's written employment policies; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) the relocation of the Company's offices such that the Executive's daily commute is increased by at least fifty (50) miles each way without the written consent of the Executive; (ii) material reduction of the Executive's annual base salary without the prior consent of the Executive (other than in connection with, and substantially proportionate to, reductions by the Company of the annual base salary of more than fifty percent (50%) of its employees); or (iii) material diminution in the Executive's duties, authority or responsibilities without the prior consent of the Executive, other than changes in duties, authority or responsibilities resulting from the Executive's misconduct; provided, however, that any reduction in duties, authority or responsibilities or reduction in the level of management to which the Executive reports resulting solely from a Change in Control which results in the Company being acquired by and made a part of a larger entity shall not constitute Good Reason (each a "Good Reason Condition"). "Good Reason Process" shall mean that (A) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (B) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within sixty (60) days of the first occurrence of such Good Reason Condition; (C) the Executive cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (D) notwithstanding such efforts, the Good Reason Condition continues to exist; and (E) the Executive terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which a Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the last date of employment as referenced in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) without Good Reason, thirty (30) days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, (A) in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement, and (B) in the event that the Company terminates the Executive's employment without Cause under Section 3(d), the Company may unilaterally accelerate the Date of Termination to any earlier effective date provided that the Company continues to pay the Executive the Base Salary through the Date of Termination.

4. Compensation Upon Termination.

(a) Compensation Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any Base Salary earned through the Date of Termination and unpaid expense reimbursements (subject to, and in accordance with, Section 2(d) of this Agreement); and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates his employment for Good Reason as provided in Section 3(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a separation and general release agreement in a form and manner satisfactory to the Company (the "Separation and General Release Agreement"), the Separation and General Release Agreement becoming irrevocable and fully effective, all within the time frame set forth in the Separation and General Release Agreement (but in no event later than sixty (60) days after the Date of Termination), and the Executive not breaching any of his post-employment contractual obligations to the Company:

(i) the Company shall pay the Executive an amount equal to 12 months of the Executive's then current Base Salary; and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 12 months following the Date of Termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) the amounts payable under this Section 4(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, the severance amount shall begin to be paid in the second calendar year by the last day of such sixty (60)-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

5. Change in Control Payment. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control (as defined below). These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 12 months after the occurrence of the first event constituting a Change in Control. These provisions shall terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control.

(a) Change in Control. During the Term, if within 12 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release (but in no event later than sixty (60) days following the Date of Termination):

(i) the Company shall pay the Executive a lump sum amount equal to one times the sum of (A) the Executive's then current Base Salary plus (ii) the Executive's Target Annual Cash Incentive Compensation for the then-current year;

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 12 months following the date of termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, all time-based stock options and other time-based stock-based awards granted to the Executive shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; and

(iv) the amounts payable under this Section 5(a) shall be paid or commence to be paid within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such sixty (60)-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 5(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act"), any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The Parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The Parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Nondisclosure/Confidentiality.

(a) Confidential Information. As used in this Agreement, "Confidential Information" shall mean information belonging to the Company or any of its subsidiaries or affiliates or related entities, as applicable (together, the "Protected Parties" and each of them, a "Protected Party") which is of value to any of the Protected Parties in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to a Protected Party. Confidential Information includes, without limitation:

(i) the identity of any current or prospective customers, clients, suppliers or vendors of any of the Protected Parties;

(ii) information relating to the business, products, affairs and finances of any of the Protected Parties;

(iii) information relating to the manufacture, production, distribution, marketing, or sale of any product sold by any of the Protected Parties;

(iv) technical data and know-how relating to the business of any of the Protected Parties;

(v) any information relating to technology, marketing and business plans or strategies of any of the Protected Parties;

(vi) any management accounting or other similar financial information that would typically be included in the financial statements of any of the Protected Parties, including without limitation, the amount of the assets, liabilities, net worth, revenues or net income of any of the Protected Parties;

(vii) names and addresses of any of the customers, clients, suppliers, vendors and employees of any of the Protected Parties, and details of any independent contractor or agency arrangements of any of the Protected Parties;

(viii) information relating to legal and professional dealings, equity structure, real property, tangible property, finances, business, and investment activities, and other personal affairs of any of the Protected Parties; and

(ix) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials (whether made or created by the Executive or otherwise) relating to the business of any of the Protected Parties;

Notwithstanding the foregoing, Confidential Information does not include information in the public domain prior to the time of disclosure, unless due to breach of the Executive's duties under Section 7(b).

(b) Confidentiality. The Executive understands and agrees that the Executive's employment with the Company will create a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive's employment with the Company and after his termination of employment, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company, or as may be required by applicable law. For the avoidance of doubt, the Executive understands that pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive further understands that nothing contained in this Agreement limits the Executive's ability to (A) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company, or (B) share compensation information concerning the Executive or others, except that this does not permit the Executive to disclose compensation information concerning others that the Executive has obtained because the Executive's job responsibilities require or allow access to such information.

(c) Company Property. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or any other Protected Party or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain any such material or property or any copies thereof after such termination.

(d) Work Product. As used in this Agreement, the term "Work Product" means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise), or any part thereof, which relates to the Company's or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are or were conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may discover, invent or originate during the Term of Employment shall be the exclusive property of the Company, and its affiliates, as applicable, and the Executive hereby assigns all of the Executive's right, title and interest in and to such Work Product to the Company or its applicable affiliate, including all intellectual property rights therein. The Executive shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its affiliate's, as applicable) rights therein, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its affiliate's, as applicable) rights therein. The Executive hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company's (and any of its affiliate's, as applicable) rights to any Work Product.

(e) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Paragraph.

8. Third-Party Agreements and Rights. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's duties for the Company as contemplated under this Agreement will not violate any obligations the Executive may have to any other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such other party.

9. Non-Competition; Non-Solicitation.

(a) The Executive understands and acknowledges that the Executive is being hired as a key employee with the Company, and is being placed in an executive position which includes the Executive's involvement and discretion in decisions and matters of importance for the Company. The Executive understands that the nature of the Executive's position gives the Executive access to and knowledge of Confidential Information and places the Executive in a position of trust and confidence with the Company. The Executive further understands and acknowledges that the Company's ability to safeguard its Confidential Information for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive may result in unfair or unlawful competitive activity.

(b) Because of the Company's legitimate business interest as described herein, and the good and valuable consideration offered to the Executive, during the Executive's employment with the Company and continuing through twelve (12) months after the Date of Termination (the "Restricted Period"), the Executive (i) will not, directly or indirectly, whether as owner, partner, investor, operator, manager, officer, director, consultant, agent, employee, co-venturer, advisor, representative or otherwise, engage, participate, assist or invest or actively prepare to engage, participate, assist or invest or actively prepare to engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting, hiring or otherwise soliciting, inducing or influencing any person to leave employment with any of the Protected Parties; and (iii) will refrain from soliciting or encouraging any customer, supplier, consultant or vendor to terminate or otherwise modify adversely its business relationship with any of the Protected Parties. The Executive understands that the restrictions set forth in this Section 9 are intended to protect the interest of each of the Protected Parties in its Confidential Information, goodwill and established employee, customer, supplier, consultant and vendor relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose.

(c) For purposes of this Agreement, the term "Competing Business" shall mean engaged (or seeking to engage) in any way in developing, manufacturing, offering, producing, providing, marketing, performing, licensing, or soliciting business for pre-clinical, clinical or commercial stage products or product candidates in oncology that: (i) in the case of pre-clinical assets are focused on specific molecular targets, that are identified by the Company

as the primary intended molecular targets (e.g. the primary intended molecular targets of DCC-2618 would be the KIT and PDGFRa kinases) or (ii) in the case of clinical-stage or commercial assets that are in active development for a particular label or indication (as defined by an active clinical protocol or prescribing information) that the Company is actively pursuing on the Termination Date or is the subject of active planning by the Company, its subsidiaries and/or its affiliates as of the Date of Termination (irrespective of whether such business is carried on by the Company and/or any of its subsidiaries or affiliates as of the Effective Date). Notwithstanding the foregoing, "Competing Business" shall not include any investment by the Executive, directly or indirectly, solely as an investor (x) in publicly traded stock of a company representing less than two percent (2%) of the stock of such company, or (y) in mutual funds, exchange traded funds or similar investment or alternative investment vehicles, in each case, investing in public market securities.

(d) The restrictions in this Section 9 shall apply to any conduct in (i) the United States of America; (ii) any geographic area in which the Company or its subsidiaries or affiliates has sold, is then selling, or is actively planning to sell its products or services as of the Date of Termination; and (iii) any other geographic area in which the Company or its subsidiaries or affiliates has operated, is then operating or is actively planning to operate its business.

(e) The parties acknowledge and agree that these restrictive covenants set forth in this Section 9 shall not supersede or be superseded by, and shall be read in conjunction with, any non-solicitation, non-competition and confidentiality agreement or other restrictive covenants entered into between the parties to effect the greatest restriction.

10. Severability. If any provision of this Agreement, or any part thereof, is held by a court or other authority of competent jurisdiction to be invalid or unenforceable, the parties agree that the court or authority making such determination will have the power to reduce the duration or scope of such provision or to delete specific words or phrases as necessary (but only to the minimum extent necessary) to cause such provision or part to be valid and enforceable. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement without violating applicable law.

11. Remedies. The Executive acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the Company's legitimate business interests and that any violation of the provisions contained herein may result in irreparable injury to the Company and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the restrictions contained herein. In the event of a breach or a threatened breach by the Executive of any provision contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining the Executive from the commission of any breach, shall not be required to provide any bond or other security in connection with obtaining any such equitable remedy and shall be entitled to recover the Company's reasonable attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this Section 119 shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages. In the event of a breach by Executive of any covenants contained herein, the term of such covenant shall be tolled until such breach has been duly cured.

12. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Governing Law. This Agreement shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such state. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

19. Successor to Company. This Agreement shall inure to the benefit of and be enforceable by any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company.

20. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and the Company's respective successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement, or other right. The Agreement is not intended and shall not be construed to create any third party beneficiaries or to provide to any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

21. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements between the Parties concerning such subject matter, including without limitation, the Prior Agreement and any offer letter between the Company and the Executive; provided that any restrictive covenant obligation shall remain in full force and effect.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

DECIPHERA PHARMACEUTICALS, LLC

Dated: September 25, 2017

By: /s/ Michael D. Taylor
Name: Michael D. Taylor
Title: President and Chief Executive Officer

Dated: September 25, 2017

/s/ Christopher J. Morl
CHRISTOPHER J. MORL

[Signature Page to C. Morl Employment Agreement]

Exhibit 10.8

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of the 25th day of September, 2017, by and between Oliver Rosen, M.D. (the "Executive") and Deciphera Pharmaceuticals, LLC, a Delaware limited liability company (the "Company"; the Executive and the Company are collectively referred to as the "Parties"). This Agreement shall be effective as of the closing of the first underwritten public offering of the equity securities of Deciphera Pharmaceuticals, Inc. ("Parent") pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Effective Date").

RECITALS

WHEREAS, the Company and the Executive are parties to that certain Employment Agreement and that certain Executive Retention – Salary Continuation letter agreement, in each case dated June 16, 2014 (together, the "Prior Agreement"), which the Company and the Executive intend to replace with this Agreement;

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Employment.

(a) Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of Section 3 (the "Term").

(b) Position and Duties. During the Term, the Executive shall serve as the Chief Medical Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Chief Executive Officer of the Company or the Board of Directors of Parent (the "Board"), provided that such duties are consistent with the Executive's position, or other positions that the Executive may hold from time to time. The Executive shall devote Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services do not materially interfere with the Executive's obligations or performance of Executive's duties to the Company as provided in this Agreement.

2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be $405,000. The base salary shall be evaluated periodically by the Board or the Compensation Committee of the Board (the "Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

(b) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive's target annual incentive compensation shall be 35 percent of Executive's Base Salary. The target annual incentive compensation in effect at any given time is referred to herein as "Target Annual Cash Incentive Compensation." To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(c) Employee Benefits. During the Term, the Executive will be entitled to participate in the Company's employee benefit plans and programs in effect from time to time, subject to the terms of such plans and programs.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable and documented out-of-pocket business expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Paid Time Off. During the Term, the Executive shall be entitled to paid time off in accordance with the Company's policies and procedures. During the Term, the Executive shall also be entitled to all paid holidays given by the Company to its executives.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12)-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq*. and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates; (ii) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Executive that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries and affiliates if the Executive was retained in his position; (iii) continued non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than thirty (30) days following written notice of such non-performance from the Board; (iv) a breach by the Executive of any of the provisions contained in this Agreement, or in any Agreement between the parties; (v) a material violation by the Executive of the Company's written employment policies; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) the relocation of the Company's offices such that the Executive's daily commute is increased by at least fifty (50) miles each way without the written consent of the Executive; (ii) material reduction of the Executive's annual base salary without the prior consent of the Executive (other than in connection with, and substantially proportionate to, reductions by the Company of the annual base salary of more than fifty percent (50%) of its employees); or (iii) material diminution in the Executive's duties, authority or responsibilities without the prior consent of the Executive, other than changes in duties, authority or responsibilities resulting from the Executive's misconduct; provided, however, that any reduction in duties, authority or responsibilities or reduction in the level of management to which the Executive reports resulting solely from a Change in Control which results in the Company being acquired by and made a part of a larger entity shall not constitute Good Reason (each a "Good Reason Condition"). "Good Reason Process" shall mean that (A) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (B) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within sixty (60) days of the first occurrence of such Good Reason Condition; (C) the Executive cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (D) notwithstanding such efforts, the Good Reason Condition continues to exist; and (E) the Executive terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which a Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the last date of employment as referenced in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) without Good Reason, thirty (30) days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, (A) in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement, and (B) in the event that the Company terminates the Executive's employment without Cause under Section 3(d), the Company may unilaterally accelerate the Date of Termination to any earlier effective date provided that the Company continues to pay the Executive the Base Salary through the Date of Termination.

4. Compensation Upon Termination.

(a) Compensation Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any Base Salary earned through the Date of Termination and unpaid expense reimbursements (subject to, and in accordance with, Section 2(d) of this Agreement); and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates his employment for Good Reason as provided in Section 3(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a separation and general release agreement in a form and manner satisfactory to the Company (the "Separation and General Release Agreement"), the Separation and General Release Agreement becoming irrevocable and fully effective, all within the time frame set forth in the Separation and General Release Agreement (but in no event later than sixty (60) days after the Date of Termination), and the Executive not breaching any of his post-employment contractual obligations to the Company:

(i) the Company shall pay the Executive an amount equal to 12 months of the Executive's then current Base Salary; and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 12 months following the Date of Termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) the amounts payable under this Section 4(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, the severance amount shall begin to be paid in the second calendar year by the last day of such sixty (60)-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

5. Change in Control Payment. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control (as defined below). These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 12 months after the occurrence of the first event constituting a Change in Control. These provisions shall terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control.

(a) Change in Control. During the Term, if within 12 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release (but in no event later than sixty (60) days following the Date of Termination):

(i) the Company shall pay the Executive a lump sum amount equal to one times the sum of (A) the Executive's then current Base Salary plus (ii) the Executive's Target Annual Cash Incentive Compensation for the then-current year;

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment until the earlier of (i) 12 months following the date of termination, (ii) the end of the Executive's COBRA health continuation period or (iii) the date the Executive becomes eligible for health insurance coverage in connection with new employment or self-employment (and the Executive's eligibility for any such benefits shall be promptly reported by the Executive to the Company), in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company;

(iii) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, all time-based stock options and other time-based stock-based awards granted to the Executive shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; and

(iv) the amounts payable under this Section 5(a) shall be paid or commence to be paid within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60)-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such sixty (60)-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 5(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act"), any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The Parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The Parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Nondisclosure/Confidentiality.

(a) Confidential Information. As used in this Agreement, "Confidential Information" shall mean information belonging to the Company or any of its subsidiaries or affiliates or related entities, as applicable (together, the "Protected Parties" and each of them, a "Protected Party") which is of value to any of the Protected Parties in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to a Protected Party. Confidential Information includes, without limitation:

(i) the identity of any current or prospective customers, clients, suppliers or vendors of any of the Protected Parties;

(ii) information relating to the business, products, affairs and finances of any of the Protected Parties;

(iii) information relating to the manufacture, production, distribution, marketing, or sale of any product sold by any of the Protected Parties;

(iv) technical data and know-how relating to the business of any of the Protected Parties;

(v) any information relating to technology, marketing and business plans or strategies of any of the Protected Parties;

(vi) any management accounting or other similar financial information that would typically be included in the financial statements of any of the Protected Parties, including without limitation, the amount of the assets, liabilities, net worth, revenues or net income of any of the Protected Parties;

(vii) names and addresses of any of the customers, clients, suppliers, vendors and employees of any of the Protected Parties, and details of any independent contractor or agency arrangements of any of the Protected Parties;

(viii) information relating to legal and professional dealings, equity structure, real property, tangible property, finances, business, and investment activities, and other personal affairs of any of the Protected Parties; and

(ix) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials (whether made or created by the Executive or otherwise) relating to the business of any of the Protected Parties;

Notwithstanding the foregoing, Confidential Information does not include information in the public domain prior to the time of disclosure, unless due to breach of the Executive's duties under Section 7(b).

(b) Confidentiality. The Executive understands and agrees that the Executive's employment with the Company will create a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive's employment with the Company and after his termination of employment, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company, or as may be required by applicable law. For the avoidance of doubt, the Executive understands that pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive further understands that nothing contained in this Agreement limits the Executive's ability to (A) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company, or (B) share compensation information concerning the Executive or others, except that this does not permit the Executive to disclose compensation information concerning others that the Executive has obtained because the Executive's job responsibilities require or allow access to such information.

(c) Company Property. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or any other Protected Party or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain any such material or property or any copies thereof after such termination.

(d) Work Product. As used in this Agreement, the term "Work Product" means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise), or any part thereof, which relates to the Company's or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are or were conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may discover, invent or originate during the Term of Employment shall be the exclusive property of the Company, and its affiliates, as applicable, and the Executive hereby assigns all of the Executive's right, title and interest in and to such Work Product to the Company or its applicable affiliate, including all intellectual property rights therein. The Executive shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its affiliate's, as applicable) rights therein, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its affiliate's, as applicable) rights therein. The Executive hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company's (and any of its affiliate's, as applicable) rights to any Work Product.

(e) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Paragraph.

8. Third-Party Agreements and Rights. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's duties for the Company as contemplated under this Agreement will not violate any obligations the Executive may have to any other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such other party.

9. Non-Competition; Non-Solicitation.

(a) The Executive understands and acknowledges that the Executive is being hired as a key employee with the Company, and is being placed in an executive position which includes the Executive's involvement and discretion in decisions and matters of importance for the Company. The Executive understands that the nature of the Executive's position gives the Executive access to and knowledge of Confidential Information and places the Executive in a position of trust and confidence with the Company. The Executive further understands and acknowledges that the Company's ability to safeguard its Confidential Information for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive may result in unfair or unlawful competitive activity.

(b) Because of the Company's legitimate business interest as described herein, and the good and valuable consideration offered to the Executive, during the Executive's employment with the Company and continuing through twelve (12) months after the Date of Termination (the "Restricted Period"), the Executive (i) will not, directly or indirectly, whether as owner, partner, investor, operator, manager, officer, director, consultant, agent, employee, co-venturer, advisor, representative or otherwise, engage, participate, assist or invest or actively prepare to engage, participate, assist or invest or actively prepare to engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting, hiring or otherwise soliciting, inducing or influencing any person to leave employment with any of the Protected Parties; and (iii) will refrain from soliciting or encouraging any customer, supplier, consultant or vendor to terminate or otherwise modify adversely its business relationship with any of the Protected Parties. The Executive understands that the restrictions set forth in this Section 9 are intended to protect the interest of each of the Protected Parties in its Confidential Information, goodwill and established employee, customer, supplier, consultant and vendor relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose.

(c) For purposes of this Agreement, the term "Competing Business" shall mean engaged (or seeking to engage) in any way in developing, manufacturing, offering, producing, providing, marketing, performing, licensing, or soliciting business for pre-clinical, clinical or commercial stage products or product candidates in oncology that: (i) in the case of pre-clinical assets are focused on specific molecular targets, that are identified by the Company

as the primary intended molecular targets (e.g. the primary intended molecular targets of DCC-2618 would be the KIT and PDGFRa kinases) or (ii) in the case of clinical-stage or commercial assets that are in active development for a particular label or indication (as defined by an active clinical protocol or prescribing information) that the Company is actively pursuing on the Termination Date or is the subject of active planning by the Company, its subsidiaries and/or its affiliates as of the Date of Termination (irrespective of whether such business is carried on by the Company and/or any of its subsidiaries or affiliates as of the Effective Date). Notwithstanding the foregoing, "Competing Business" shall not include any investment by the Executive, directly or indirectly, solely as an investor (x) in publicly traded stock of a company representing less than two percent (2%) of the stock of such company, or (y) in mutual funds, exchange traded funds or similar investment or alternative investment vehicles, in each case, investing in public market securities.

(d) The restrictions in this Section 9 shall apply to any conduct in (i) the United States of America; (ii) any geographic area in which the Company or its subsidiaries or affiliates has sold, is then selling, or is actively planning to sell its products or services as of the Date of Termination; and (iii) any other geographic area in which the Company or its subsidiaries or affiliates has operated, is then operating or is actively planning to operate its business.

(e) The parties acknowledge and agree that these restrictive covenants set forth in this Section 9 shall not supersede or be superseded by, and shall be read in conjunction with, any non-solicitation, non-competition and confidentiality agreement or other restrictive covenants entered into between the parties to effect the greatest restriction.

10. Severability. If any provision of this Agreement, or any part thereof, is held by a court or other authority of competent jurisdiction to be invalid or unenforceable, the parties agree that the court or authority making such determination will have the power to reduce the duration or scope of such provision or to delete specific words or phrases as necessary (but only to the minimum extent necessary) to cause such provision or part to be valid and enforceable. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement without violating applicable law.

11. Remedies. The Executive acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the Company's legitimate business interests and that any violation of the provisions contained herein may result in irreparable injury to the Company and that monetary damages may not be sufficient to compensate the Company for any economic loss which may be incurred by reason of breach of the restrictions contained herein. In the event of a breach or a threatened breach by the Executive of any provision contained herein, the Company shall be entitled to a temporary restraining order and injunctive relief restraining the Executive from the commission of any breach, shall not be required to provide any bond or other security in connection with obtaining any such equitable remedy and shall be entitled to recover the Company's reasonable attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing contained in this Section 119 shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages. In the event of a breach by Executive of any covenants contained herein, the term of such covenant shall be tolled until such breach has been duly cured.

12. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Governing Law. This Agreement shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such state. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

19. Successor to Company. This Agreement shall inure to the benefit of and be enforceable by any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company.

20. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and the Company's respective successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement, or other right. The Agreement is not intended and shall not be construed to create any third party beneficiaries or to provide to any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

21. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements between the Parties concerning such subject matter, including without limitation, the Prior Agreement and any offer letter between the Company and the Executive; provided that any restrictive covenant obligation shall remain in full force and effect.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

DECIPHERA PHARMACEUTICALS, LLC

Dated: September 25, 2017

By: /s/ Michael D. Taylor
Name: Michael D. Taylor
Title: President and Chief Executive Officer

Dated: September 25, 2017

/s/ Oliver Rosen
OLIVER ROSEN, M.D.