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

SCHEDULE TO

Tender Offer Statement Under Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934

DECIPHERA PHARMACEUTICALS, INC.
(Name of Subject Company)

TOPAZ MERGER SUB, INC.
a wholly–owned subsidiary of

ONO PHARMACEUTICAL CO., LTD.
(Names of Filing Persons – Offeror)

Common Stock, Par Value $0.01 Per Share
(Title of Class of Securities)

24344T101
(CUSIP Number of Class of Securities)

Gyo Sagara
Ono Pharmaceutical Co., Ltd.
8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan
Telephone: +81-6-6263-5670
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

Jason T. Simon
Tricia Branker
Greenberg Traurig, LLP
1750 Tysons Boulevard, Suite 1000
McLean, VA 22102
Telephone: (703) 749 1300

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	None.	Filing Party:	Not applicable.
Form or Registration No.:	Not applicable.	Date Filed:	Not applicable.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

This Tender Offer Statement on Schedule TO (the "**Schedule TO**") relates to the offer by Topaz Merger Sub, Inc., a Delaware corporation **("Purchaser")** and a wholly owned subsidiary of Ono Pharmaceutical Co., Ltd., a Japanese company (*kabushiki kaisha*) ("**Parent**"), to purchase any and all outstanding shares of common stock, par value $0.01 per share (the "**Shares**"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation (the "**Company**"), at a price per share of $25.60, net to the seller in cash, without interest and subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions described in the offer to purchase, dated May 13, 2024 (as it may be amended from time to time, the "**Offer to Purchase**"), and in the related Letter of Transmittal (as it may be amended from time to time, the "**Letter of Transmittal**" and which, together with the Offer to Purchase, constitutes the "**Offer**"), copies of which are attached hereto as Exhibits (a)(1)(i) and (a)(1)(ii), respectively.

ITEM 1. SUMMARY TERM SHEET.

The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) *Name and Address*. The subject company and the issuer of the securities subject to the Offer is Deciphera Pharmaceuticals, Inc. Its principal executive office is located at 200 Smith Street, Waltham, MA 02451, and its telephone number is 781-209-6400.

(b) *Securities*. The information set forth in the section of the Offer to Purchase entitled "Introduction" is incorporated herein by reference.

(c) *Trading Market and Price*. The information set forth in Section 6—"Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a) - (c) *Name and Address; Business and Background of Entities; and Business and Background of Natural Persons.* The filing companies of this Schedule TO are (i) Parent and (ii) Purchaser. The information regarding Purchaser and Parent set forth in the "Summary Term Sheet", Section 8 —"Certain Information Concerning Parent and Purchaser" and in Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) *Material Terms*. The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a), (b) *Transactions; Significant Corporate Events*. The information set forth in Section 7—"Certain Information Concerning the Company," Section 8 —"Certain Information Concerning Parent and Purchaser," Section 10—"Background of the Offer; Past Contacts or Negotiations with the Company," Section 11—"The Merger Agreement; Other Agreements," Section 12—"Purpose of the Offer; Plans for the Company" and in Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a), (c)(1) - (7) *Purposes; Plans*. The information set forth in the sections of the Offer to Purchase titled "Summary Term Sheet" and "Introduction" and in Section 6 —"Price Range of Shares; Dividends," Section 11—"The Merger Agreement; Other Agreements," Section 12—"Purpose of the Offer; Plans for the Company," Section 15—"Certain Effects of the Offer" and in Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a), (b), (d) *Source of Funds; Conditions; Borrowed Funds*. The information set forth in the section of the Offer to Purchase titled "Summary Term Sheet" and in Section 9—"Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

The Offer is not subject to a financing condition.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) *Securities Ownership*. The information set forth in Section 8—"Certain Information Concerning Parent and Purchaser," Section 11—"The Merger Agreement; Other Agreements," Section 12—"Purpose of the Offer; Plans for the Company" and Schedule I of the Offer to Purchase is incorporated herein by reference.

(b) *Securities Transactions*. None.

ITEM 9. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.

(a) *Solicitations or Recommendations*. The information set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," Section 10—"Background of the Offer; Past Contacts or Negotiations with the Company" and Section 23—"Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

(a) *Financial Information*. Not applicable.

(b) *Pro Forma Information.* Not applicable.

In accordance with the instructions to Item 10 of the Schedule TO, the financial statements are not considered material because (i) the consideration offered consists solely of cash; (ii) the Offer is not subject to any financing condition; and (iii) the Offer is for all outstanding securities of the subject class.

ITEM 11. ADDITIONAL INFORMATION.

(a) *Agreements, Regulatory Requirements and Legal Proceedings*. The information set forth in Section 10—"Background of the Offer; Past Contacts or Negotiations with the Company," Section 11—"The Merger Agreement; Other Agreements," Section 12—"Purpose of the Offer; Plans for the Company," Section 15—"Certain Effects of the Offer" and Section 18—"Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(c) *Other Material Information*. The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 12. EXHIBITS.

Exhibit No.	Description
(a)(1)(i)*	Offer to Purchase, dated as of May 13, 2024.
(a)(1)(ii)*	Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on IRS Form W-9).
(a)(1)(iii)*	Notice of Guaranteed Delivery.
(a)(1)(iv)*	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(v)*	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(vi)*	Summary Advertisement as published in the *New York Times* on May 13, 2024.

(a)(5)(i)	Press release issued by Ono Pharmaceutical Co., Ltd., on April 30, 2024 (incorporated by reference to Exhibit 99.1 of the Tender Offer Statement on Schedule TO of Ono Pharmaceutical Co., Ltd. filed with the Securities and Exchange Commission on April 30, 2024).
(a)(5)(ii)	Investor Presentation of Ono Pharmaceutical Co. Ltd., dated April 30, 2024 (incorporated by reference to Exhibit 99.1 of the Tender Offer Statement on Schedule TO of Ono Pharmaceutical Co., Ltd. filed with the Securities and Exchange Commission on May 6, 2024).
(a)(5)(iii)	Investor Presentation Script of Ono Pharmaceutical Co. Ltd., dated April 30, 2024 (incorporated by reference to Exhibit 99.2 of the Tender Offer Statement on Schedule TO of Ono Pharmaceutical Co., Ltd. filed with the Securities and Exchange Commission on May 6, 2024).
(b)*	Commitment Letter, dated as of April 29, 2024, by and between Ono Pharmaceutical Co., Ltd., Topaz Merger Sub, Inc. and Bank of America, National Association.
(d)(1)	Agreement and Plan of Merger, dated as of April 29, 2024, by and among Deciphera Pharmaceuticals, Inc., Ono Pharmaceutical Co., Ltd. and Topaz Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K of Deciphera Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on April 29, 2024).
(d)(2)*	Form of Tender and Support Agreement, dated as of April 29, 2024, by and among Ono Pharmaceutical Co., Ltd., Topaz Merger Sub, Inc. and each of the directors and executive officers of Deciphera Pharmaceuticals, Inc.
(d)(3)*	Tender and Support Agreement, dated as of April 29, 2024, by and among Ono Pharmaceutical Co., Ltd., Topaz Merger Sub, Inc. and Brightstar LLC.
(d)(4)*	Confidentiality Agreement, dated as of March 8, 2024, by and between Ono Pharmaceutical Co., Ltd. and Deciphera Pharmaceuticals, Inc.
(g)	None.
(h)	None.
107*	Filing Fee Table.

* Filed herewith.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

SIGNATURES

After due inquiry and to the best knowledge and belief of the undersigned, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: May 13, 2024

Topaz Merger Sub, Inc.

By: /s/ Masayuki Tanigawa
Name: Masayuki Tanigawa
Title: President

Ono Pharmaceutical Co., Ltd.

By: /s/ Gyo Sagara
Name: Gyo Sagara
Title: Representative Director, Chairperson of the Board and Chief Executive Officer

Exhibit (a)(1)(i)

OFFER TO PURCHASE
All Outstanding Shares of Common Stock
of

DECIPHERA PHARMACEUTICALS, INC.

a Delaware Corporation
at

$25.60 Net Per Share in Cash

by

TOPAZ MERGER SUB, INC.

a wholly-owned subsidiary of

ONO PHARMACEUTICAL CO., LTD.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

TOPAZ MERGER SUB, INC. ("PURCHASER"), A DELAWARE CORPORATION AND A WHOLLY-OWNED SUBSIDIARY OF ONO PHARMACEUTICAL CO., LTD., A JAPANESE COMPANY (*KABUSHIKI KAISHA*) ("PARENT" OR "ONO"), IS OFFERING TO PURCHASE ALL OF THE OUTSTANDING SHARES OF COMMON STOCK, PAR VALUE $0.01 PER SHARE (THE "SHARES"), OF DECIPHERA PHARMACEUTICALS, INC., A DELAWARE CORPORATION (THE "COMPANY" OR "DECIPHERA"), AT A PRICE OF $25.60 PER SHARE (THE "OFFER PRICE"), NET TO THE SELLER IN CASH, WITHOUT INTEREST THEREON AND LESS ANY APPLICABLE WITHHOLDING TAXES, UPON THE TERMS AND SUBJECT TO THE CONDITIONS DESCRIBED IN THIS OFFER TO PURCHASE (TOGETHER WITH ANY AMENDMENTS OR SUPPLEMENTS HERETO, THIS "OFFER TO PURCHASE") AND IN THE RELATED LETTER OF TRANSMITTAL (TOGETHER WITH ANY AMENDMENTS OR SUPPLEMENTS THERETO, THE "LETTER OF TRANSMITTAL" AND, TOGETHER WITH THE OFFER TO PURCHASE, THE "OFFER").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, Purchaser will be merged with and into the Company without a vote of the Company's stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and the Company will be the surviving corporation and a wholly owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger, all then outstanding Shares (other than (i) Shares held by the Company (or held in the treasury of the Company), (ii) Shares held by Parent, Purchaser or any of their direct or indirect subsidiaries, (iii) Shares irrevocably accepted for payment by Purchaser in the Offer, and (iv) Shares held by stockholders who are entitled to appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and have neither withdrawn nor lost such rights as of the effective time of the Merger), will be converted into the right to receive consideration equal to the Offer Price, net to the holder in cash, without interest and less any applicable withholding taxes. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.**

THE BOARD OF DIRECTORS OF THE COMPANY RECOMMENDS THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

After careful consideration, the Company's board of directors has unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger (the "Transactions"), (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

There is no financing condition to the Offer. The Offer is subject to certain other conditions. See Section 17—"Certain Conditions to the Offer." A summary of the principal terms of the Offer appears on pages 6 through 13 of this Offer to Purchase. You should read this entire document carefully before deciding whether to tender your Shares.

May 13, 2024

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you should either (i) complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, and mail or deliver the Letter of Transmittal and any other required documents to Computershare Trust Company, N.A., in its capacity as depositary for the Offer (the "Depositary"), and either (a) deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal or (b) tender your Shares by book-entry transfer by following the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares," in each case prior to the expiration of the Offer, or (ii) request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares to Purchaser pursuant to the Offer.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery by book-entry transfer, is at the election and sole risk of the tendering stockholder.

* * * * *

Questions and requests for assistance should be directed to the Information Agent (as defined herein) at its address and telephone numbers set forth below and on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal, and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, and any other material related to the Offer may be obtained at the website maintained by the Securities and Exchange Commission (the "SEC") at *www.sec.gov*. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

We are not aware of any jurisdiction where the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction or is prohibited by any administrative or judicial action pursuant thereto. If we become aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, we will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, we cannot comply with the state statute, we will not make the Offer to, nor will we accept tenders from or on behalf of, the holders of Shares in that state. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

We have filed with the SEC the Schedule TO (including exhibits) in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), furnishing certain additional information with respect to the Offer and may file amendments thereto. In addition, the Company has filed the Schedule 14D-9 (including exhibits) in accordance with the Exchange Act setting forth its recommendation and furnishing certain additional related information. The Schedule TO and Schedule 14D-9, and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in Section 7. "Certain Information Concerning the Company."

No person has been authorized to give any information or make any representation on behalf of Parent or Purchaser not contained in this Offer to Purchase or the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, commercial bank, trust company or other nominee shall be deemed to be the agent of Parent, Purchaser, the Company, the Information Agent or the Depositary or any of their affiliates for the purpose of the Offer. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Parent, Purchaser, the Company, or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

This Offer to Purchase and the related Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

The Offer has not been approved or disapproved by the SEC or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of or upon the accuracy or adequacy of the information contained in this Offer to Purchase. Any representation to the contrary is unlawful.

The Information Agent for the Offer is:

Georgeson

1290 Avenue of the Americas, 9th Floor
New York, NY 10104

Shareholders, Banks and Brokers
Call Toll Free:
(866) 920-4406

Outside the U.S.
(781) 896-6945

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SUMMARY TERM SHEET

The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in the Offer to Purchase, the related Letter of Transmittal and other related materials. You are urged to read carefully the Offer to Purchase, the related Letter of Transmittal and other related materials in their entirety. Parent and Purchaser have included cross-references in this summary term sheet to other sections of the Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning the Company contained herein and elsewhere in the Offer to Purchase has been provided to Parent and Purchaser by the Company or has been taken from or is based upon publicly available documents or records of the Company on file with the United States Securities and Exchange Commission (the "SEC") or other public sources at the time of the Offer. Parent and Purchaser have not independently verified the accuracy and completeness of such information. Parent and Purchaser have no knowledge that would indicate that any statements contained herein relating to the Company provided to Parent and Purchaser or taken from or based upon such documents and records filed with the SEC are untrue or incomplete in any material respect.

Securities Sought	All issued and outstanding shares of common stock, par value $0.01 per share, of Deciphera Pharmaceuticals, Inc.
Price Offered Per Share	$25.60 (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes. Except as otherwise set forth in this Offer to Purchase, references to "dollars" and "$" shall be to United States dollars.
Scheduled Expiration of Offer	One minute after 11:59 p.m., New York City time, on June 10, 2024, unless the offer is extended or earlier terminated in accordance with the Merger Agreement (as defined below).
Purchaser	Topaz Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly-owned subsidiary of Ono Pharmaceutical Co., Ltd., a Japanese company (*kabushiki kaisha*) ("Ono" or "Parent").
Company Board Recommendation	On April 28, 2024, the board of directors of the Company (the "Company Board") unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger (the "Transactions"), (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.
Support Stockholders	Contemporaneously with the execution and delivery of the Merger Agreement, certain stockholders of the Company entered into Tender and Support Agreements with Parent and Purchaser which provide, among other things, that each such stockholder will tender all of the Shares held by such stockholder to Purchaser in the Offer. The Support Stockholders (as defined below) beneficially owned, in the aggregate, approximately 28% of the outstanding Shares as of April 29, 2024.

Who is offering to purchase my Shares?

- Purchaser is offering to purchase for the Offer Price any and all of the outstanding shares of common stock, par value $0.01 per share, of the Company. Parent is a company engaged in the production,

purchase and sale of pharmaceuticals and diagnostic reagents, focusing primarily on prescription pharmaceuticals.

- Purchaser is a Delaware corporation which was formed for the sole purpose of making the Offer and completing the process by which Purchaser will be merged with and into the Company (the "Merger") in accordance with the Merger Agreement (as defined herein) and the Delaware General Corporation Law ("DGCL").

See Section 8—"Certain Information Concerning Parent and Purchaser."

Unless the context indicates otherwise, in this Offer to Purchase (the "Offer to Purchase"), we use the terms "us," "we" and "our" to refer to Purchaser and, where appropriate, Parent. We use the terms "Parent" or "Ono" to refer to Ono Pharmaceutical Co., Ltd. alone, the term "Purchaser" to refer to Topaz Merger Sub, Inc. alone, and the terms the "Company" or "Deciphera" to refer to Deciphera Pharmaceuticals, Inc. alone.

What are the classes and amounts of securities sought in the Offer?

We are offering to purchase any and all of the outstanding shares of common stock, par value $0.01 per share, of the Company on the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal (the "Letter of Transmittal"). Unless the context otherwise requires, in this Offer to Purchase we use the term "Offer" to refer to this offer and the term "Shares" to refer to shares of common stock, par value $0.01 per share, of the Company that are the subject of the Offer.

See the "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer."

How many Shares are you offering to purchase in the Offer?

We are making an offer to purchase for cash any and all of the outstanding Shares on the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal.

See the "Introduction" and Section 1—"Terms of the Offer."

Why are you making the Offer?

We are making the Offer because we want to acquire the entire equity interest in the Company. If the Offer is consummated, Parent intends to consummate the Merger (the "Merger Closing") as soon as practicable following the consummation of the Offer, subject to the terms of the Merger Agreement and in accordance with the DGCL (the date on which the Merger Closing occurs, the "Closing Date"). Upon consummation of the Merger, the Company would cease to be a publicly traded company and would be a wholly-owned subsidiary of Parent.

See Section 10—"Background of the Offer; Past Contacts or Negotiations with the Company," and Section 12—"Purpose of the Offer; Plans for the Company."

How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $25.60 per Share, net to the seller in cash, without interest and less any applicable withholding taxes. If you are the record owner of your Shares and you tender your Shares to us in the Offer, you will not have to pay brokerage fees or commissions. If you own your Shares through a broker or other nominee and your broker or other nominee tenders your Shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply.

See "Introduction," Section 1—"Terms of the Offer," and Section 2—"Acceptance for Payment and Payment for Shares."

Is there an agreement governing the Offer?

Yes. Parent, Purchaser and the Company have entered into an Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"). The Merger Agreement provides, among other things, for certain of the terms and conditions to the Offer and the Merger.

See Section 11—"The Merger Agreement; Other Agreements" and Section 17—"Certain Conditions to the Offer."

What does the Company's board of directors think of the Offer?

After careful consideration, the Company's board of directors (the "Company Board"), among other things, has unanimously:

- approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger;
- determined that the transactions contemplated by the Merger Agreement, including the Offer and the Merger, are in the best interests of the Company and its stockholders;
- determined that the Merger will be effected under Section 251(h) of the DGCL; and
- recommended that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A more complete description of the reasons for the Company Board's approval of the Offer and the Merger is set forth in the Company's Solicitation/Recommendation Statement on Schedule 14D-9.

Will you have the financial resources to make payment?

Yes, we will have sufficient resources available to us. We estimate that we will need approximately $2.4 billion to purchase all of the Shares pursuant to the Offer, to consummate the Merger (which estimate includes, among other things, payment in respect of outstanding equity awards as described herein), and to pay related transaction fees and expenses at the Merger Closing. Parent will provide us with sufficient funds to purchase all Shares validly tendered (and not validly withdrawn) in the Offer. Parent expects to partially fund the Offer and the Merger from debt financing contemplated by a debt commitment letter, dated as of April 29, 2024 (the "Debt Commitment Letter"), between Parent and Bank of America, National Association ("Bank of America"). Pursuant to the Debt Commitment Letter, Bank of America committed to provide, subject solely to conditions precedent that are expressly set forth in the "Initial Conditions Precedent" section of the term sheet exhibit to the Debt Commitment Letter, to Purchaser debt financing in an aggregate principal amount of JPY 100,000,000,000, or approximately US $642.1 million, to partially finance the Transactions and pay related fees and expenses. If Parent, Merger Sub or any of their respective Affiliates receives any notice or communication, whether oral or written, from any Debt Financing Source or other Person party to the Debt Commitment Letter, that one or more Debt Financing Sources or other Persons party to the Debt Commitment Letter plans to, intends to or will make any portion of the Debt Financing unavailable, or if any portion of the debt financing becomes unavailable on the terms and conditions contemplated in the Debt Commitment Letter, Parent and Purchaser must use its reasonable best efforts to arrange to obtain alternative financing from alternative sources in an amount that, when taken together with other cash in hand, would be sufficient to make the required payments or such unavailable portion thereof on terms and conditions that are not less favorable to Parent and Purchaser than as contemplated by the Debt Commitment Letter. Neither the Offer nor the Merger is conditioned upon Parent's or Purchaser's ability to finance or fund the purchase of the Shares pursuant to the Offer or to consummate the Merger.

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things, the following:

- there shall have been validly tendered and not validly withdrawn at or prior to the Expiration Time (as defined below) that number of Shares that, considered together with all other Shares beneficially

owned by Parent and its controlled affiliates (excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the DGCL)), represent one more Share than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "Minimum Condition");

- the waiting period (or any extension thereof) applicable to the consummation of the Offer and the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") shall have expired or been terminated;
- no applicable international, multinational, national, regional, federal, territorial, domestic, state or local governmental authority (including any government and any governmental agency, instrumentality, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body legally entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature ("Governmental Entity") of competent and applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any writ, judgment, injunction, consent, order or decree ("Order") or statute, law (including common law), regulation, rule, ordinance or code issued, enacted, adopted, promulgated, implemented or otherwise put into effect ("Law") that is in effect and restrains, enjoins or otherwise prohibits consummation of the Offer or the Merger;
- the representations and warranties of the Company contained in the Merger Agreement shall be accurate, subject to customary materiality thresholds and exceptions;
- the Company shall have performed or complied in all material respects with the covenants and agreements contained in the Merger Agreement that are required to be performed by it prior to the Expiration Time;
- since the date of the Merger Agreement, there shall not have occurred and be continuing any Company Material Adverse Effect (as defined below); and
- the Merger Agreement shall not have been terminated in accordance with its terms (the "Termination Condition").

Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion to the extent permitted by law; provided that Parent and Purchaser may not waive the Termination Condition and without the consent of the Company, the Minimum Condition.

The Offer is subject to other conditions in addition to those set forth above. See Section 17—"Certain Conditions to the Offer."

Is Purchaser's financial condition relevant to my decision to tender my Shares in the Offer?

No. We do not think Purchaser's financial condition is relevant to your decision to tender Shares in the Offer because:

- the Offer is being made for all issued and outstanding Shares solely for cash;
- if the Offer is consummated, Purchaser will acquire all remaining Shares for the same cash price in the Merger;
- through Parent, we will have sufficient funds to purchase all Shares validly tendered (and not validly withdrawn) in the Offer and, if we consummate the Offer and the Merger, all Shares converted into the right to receive the Merger Consideration (as defined below) in the Merger; and
- the Offer and the Merger are not subject to any financing condition.

See Section 9—"Source and Amount of Funds."

Have any of the Company's stockholders agreed to tender their Shares?

Yes. As a condition to Parent's and Purchaser's willingness to enter into the Merger Agreement, Parent and Purchaser entered into Tender and Support Agreements, each dated as of April 29, 2024 (each a "Tender and Support Agreement" and, collectively, the "Tender and Support Agreements"), with certain stockholders of the Company (collectively the "Support Stockholders"). Pursuant to the Tender and Support Agreements, the Support Stockholders agreed, subject to certain limited specified exceptions, to tender, and not withdraw, all outstanding Shares beneficially owned by them, or acquired by them after such date (collectively, the "Subject Shares"). In addition, the Support Stockholders have agreed, subject to certain exceptions, to refrain from disposing of the Subject Shares and soliciting alternative acquisition proposals to the Merger. The Tender and Support Agreements will terminate upon certain circumstances, including upon termination of the Merger Agreement. The Support Stockholders did not, and will not, receive any additional consideration in connection with the execution and delivery of the Tender and Support Agreements.

See Section 8—"Certain Information Concerning Parent and Purchaser" and Section 11—"The Merger Agreement; Other Agreements."

How do I tender my Shares?

If you hold your Shares directly as the registered owner, you can:

- tender your Shares in the Offer by delivering (i) the certificates representing your Shares, together with a completed and signed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depositary (as defined herein), or (ii) a completed and signed Letter of Transmittal indicating that you tender all of your Shares, together with any other documents required by the Letter of Transmittal, to the Depositary, or
- tender your Shares by following the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase, not later than the Expiration Time.

The Letter of Transmittal is enclosed with this Offer to Purchase. If you hold your Shares in street name through a broker, dealer, commercial bank, trust company or other nominee, and wish to tender your Shares you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more detail.

See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

How long do I have to decide whether to tender my Shares in the Offer?

You will have until one minute after 11:59 p.m. (New York City time), on June 10, 2024, unless we extend the Offer pursuant to the terms of the Merger Agreement (such date and time, as it may be extended in accordance with the terms of the Merger Agreement, the "Expiration Time") or the Offer is earlier terminated.

Purchaser will accept for payment, and pay for, all Shares that are validly tendered and not validly withdrawn pursuant to the Offer promptly (within the meaning of Section 14e-1(c) promulgated under the Exchange Act) after the Expiration Time (as it may be extended in accordance with the Merger Agreement) (or, at Parent's election, concurrently with the Expiration Time if all conditions to the Offer have been satisfied or waived) (such time of acceptance, the "Acceptance Time").

See Section 1—"Terms of the Offer" and Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Notwithstanding the Expiration Time described above, brokers, dealers or other nominees should be aware that, due to the hours of operation of The Depository Trust Company ("DTC"), tenders of Shares held in street name cannot be processed with DTC if tendered after 6:00 p.m., New York City time. Brokers, dealers or other nominees are encouraged to plan accordingly to ensure that Shares held in street name are timely tendered within DTC's hours of operation.

If I accept the Offer, how will I get paid?

If the conditions set forth in the Offer to Purchase (the "Offer Conditions") are satisfied and we accept your validly tendered Shares for payment, payment will be made by deposit of the aggregate purchase price for the Shares accepted in the Offer with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting payments without interest and net of any withholding of taxes required by applicable legal requirements, to tendering stockholders whose Shares have been accepted for payment.

See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Until what time may I withdraw previously tendered Shares?

You may withdraw your previously tendered Shares at any time until the Expiration Time. Pursuant to Section 14(d)(5) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), Shares also may be withdrawn at any time after July 12, 2024, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

See Section 4—"Withdrawal Rights."

How do I withdraw previously tendered Shares?

To withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information to the Depositary while you still have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, banker or other nominee, you must instruct the broker, banker or other nominee to arrange for the withdrawal of your Shares. You should contact the institution that holds your Shares for more detail.

See Section 4—"Withdrawal Rights."

Can the Offer be extended and under what circumstances?

Yes. We have agreed in the Merger Agreement that, subject to the parties' respective rights to terminate the Merger Agreement in accordance with its terms:

- if, at the then scheduled Expiration Time, the Minimum Condition has not been satisfied or any of the other Offer Conditions have not been satisfied or waived by Parent or Purchaser if permitted by the Merger Agreement, then, upon the Company's written request, Purchaser shall (and Parent shall cause Purchaser to) extend the Offer for one or more occasions in consecutive increments of up to ten (10) business days each, or for such longer period as the parties may agree, in order to permit the satisfaction of such Offer Conditions (subject to the right of Parent or Purchaser to waive any Offer Conditions, other than the Minimum Condition); provided that we are not required to extend the Offer beyond the earlier to occur of (i) the valid termination of the Merger Agreement and (ii) the End Date (defined in the Merger Agreement as January 29, 2025, or as March 1, 2025 in the event the End Date has been extended as provided in the Merger Agreement); and
- Purchaser shall (and Parent shall cause Purchaser to) extend the Offer for any period required by applicable law, or any rule, regulation, interpretation or position of the SEC or its staff or the Nasdaq Stock Market LLC ("Nasdaq") or its staff or to the extent necessary to resolve any comments of the SEC or its staff applicable to the Offer.

See Section 17—"Certain Conditions of the Offer."

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform Computershare Trust Company, N.A. (the "Depositary"), of any extension and will issue a press release announcing the extension not later than 9:00 a.m. (New York City time), on the next business day after the day on which the Offer was scheduled to expire.

See Section 1—"Terms of the Offer."

If the Offer is completed, will the Company continue as a public company?

If the Minimum Condition and the other Offer Conditions are satisfied, as soon as practicable following the Acceptance Time, we intend to effect the Merger. If the Merger takes place, the Company will no longer be publicly traded. Because the Merger will be governed by Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger.

See Section 15—"Certain Effects of the Offer."

If the Merger Agreement is terminated, what will happen to the Offer?

In the event that the Merger Agreement is validly terminated, Purchaser shall (and Parent shall cause Purchaser to) (i) promptly (and in any event within twenty-four (24) hours of such termination), irrevocably and unconditionally terminate the Offer, (ii) not acquire any Shares pursuant to the Offer and (iii) cause the Depositary acting on behalf of Purchaser to return, in accordance with applicable law, all tendered Shares to the registered holders thereof.

See Section 1—"Terms of the Offer."

If I decide not to tender, how will the Offer affect my Shares?

If you decide not to tender your Shares in the Offer and the Merger occurs as described above, you will receive in the Merger the right to receive the same amount of cash per Share as if you had tendered your Shares in the Offer. Subject to limited conditions, if we purchase Shares in the Offer, we are obligated under the Merger Agreement to cause the Merger to occur. Following the Offer, the Shares may no longer constitute "margin securities" for purposes of the margin regulations of the Federal Reserve Board, in which case your Shares may no longer be used as collateral for loans made by brokers.

See Section 15—"Certain Effects of the Offer."

Will I have appraisal rights in connection with the Offer?

No appraisal rights will be available to you in connection with the Offer. However, subject to and in accordance with the DGCL, holders of Shares will be entitled to appraisal rights in connection with the Merger if they do not tender their Shares in the Offer and properly perfect their right to seek appraisal under the DGCL in connection with the Merger.

See Section 19—"Appraisal Rights; Rule 13e-3."

What is the market value of my Shares as of a recent date?

On May 10, 2024, the last full trading day before the commencement of the Offer, the reported closing price per Share on Nasdaq was $25.36.

See Section 6—"Price Range of Shares; Dividends."

How will my outstanding equity awards be treated in the Offer and the Merger?

Pursuant to the Merger Agreement, immediately prior to the effective time of the Merger, (i) each option to purchase Shares granted pursuant to a Company equity plan (other than the Company's 2017 Employee Stock Purchase Plan, including any amendments thereto (the "Company ESPP")) (each a "Company Option"), whether vested or unvested, that is then outstanding and unexercised and has a per share exercise price that is less than the Merger Consideration shall fully vest, will be cancelled and automatically converted into the right to receive, for each Share underlying such Company Option, without interest and subject to any applicable withholding of taxes, a cash payment equal to the excess, if any, of the Merger Consideration over the per Share exercise price of such Company Option, (ii) each restricted stock unit of the Company whose vesting is subject to time-based vesting conditions, granted pursuant to a Company equity plan (each a "Company RSU"), whether vested or unvested, that is then outstanding shall fully vest, will be cancelled and converted into the right to receive, for each Share underlying such Company RSU, without interest and subject to any applicable withholding of taxes, a cash payment equal to the Merger Consideration, and (iii) each restricted stock unit of the Company whose vesting is conditioned in full or in part based on achievement of performance goals or metrics, granted pursuant to a Company equity plan (each a "Company PSU"), whether vested or unvested, that is then outstanding shall fully vest, will be cancelled and converted into the right to receive, for each Share underlying such Company PSU, without interest and subject to any applicable withholding of taxes, a cash payment equal to the Merger Consideration. In addition, each Company Option, whether vested or unvested, that is outstanding and unexercised and has a per share exercise price that is equal to or greater than the Merger Consideration will be cancelled as of the effective time of the Merger for no consideration.

See Section 11—"The Merger Agreement; Other Agreements."

What are the material U.S. federal income tax consequences of tendering Shares?

The receipt of cash, without interest, in exchange for your Shares pursuant to the Offer or the Merger generally will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or non-U.S. income or other tax laws.

We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the Merger.

See Section 5—"Material U.S. Federal Income Tax Consequences" for a more detailed discussion of the tax consequences of the Offer and the Merger.

Who should I call if I have questions about the Offer?

You may call Georgeson LLC ("Georgeson") toll free at (866) 920-4406 or at (781) 896-6945 outside the U.S. Georgeson is acting as the information agent for our tender offer. See the back cover of this Offer to Purchase for additional contact information.

To the Holders of

Shares of Common Stock of Deciphera Pharmaceuticals, Inc.

INTRODUCTION

Topaz Merger Sub, Inc. ("Purchaser"), a Delaware corporation and wholly-owned subsidiary of Ono Pharmaceutical Co., Ltd., a Japanese company (*kabushiki kaisha*) ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation (the "Company" or "Deciphera"), at a price of $25.60 per share (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this "Offer to Purchase") and in the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, Purchaser will be merged with and into the Company without a vote of the Company's stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), and the Company will be the surviving corporation and a wholly owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger, all then outstanding Shares (other than (i) Shares held by the Company (or held in the treasury of the Company), (ii) Shares held by Parent, Purchaser or any of their direct or indirect subsidiaries, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by stockholders who are entitled to appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and have neither withdrawn nor lost such rights as of the effective time of the Merger), will be canceled and converted into the right to receive cash consideration equal to the Offer Price (the "Merger Consideration"), without interest thereon and less any applicable withholding taxes. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares. The Merger Agreement is more fully described in Section 11—"The Merger Agreement; Other Agreements," which also contains a discussion of the treatment of the Company's equity.**

Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A., in its capacity as depositary for the Offer (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, banker or other nominee should consult such institution as to whether it charges any service fees or commissions.

The Offer is not subject to any financing condition. The Offer is conditioned upon, among other things, the satisfaction of the following conditions.

- there shall have been validly tendered (and not validly withdrawn prior to the Expiration Time (as defined below) Shares that, considered together with all other Shares beneficially owned by Parent and its controlled affiliates (excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the DGCL)), represent one more Share than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "Minimum Condition");

- the waiting period (or any extension thereof) applicable to the consummation of the Offer and the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") shall have expired or been terminated (the "HSR Condition");
- no applicable international, multinational, national, regional, federal, territorial, domestic, state or local governmental authority (including any government and any governmental agency, instrumentality, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body legally entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature ("Governmental Entity") of competent and applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any writ, judgment, injunction, consent, order or decree ("Order") or statute, law (including common law), regulation, rule, ordinance or code issued, enacted, adopted, promulgated, implemented or otherwise put into effect ("Law") that is in effect and restrains, enjoins or otherwise prohibits consummation of the Offer or the Merger (the "Governmental Impediment Condition");
- the representations and warranties of the Company contained in the Merger Agreement shall be accurate, subject to customary materiality thresholds and exceptions;
- the Company shall have performed or complied in all material respects with the covenants and agreements contained in the Merger Agreement that are required to be performed by it prior to the Expiration Time;
- since the date of the Merger Agreement, there shall not have occurred and be continuing any Company Material Adverse Effect (as defined below); and
- the Merger Agreement shall not have been terminated in accordance with its terms (the "Termination Condition")

Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion to the extent permitted by law; provided that Parent and Purchaser may not waive the Termination Condition and without the prior written consent of the Company, which may be granted or withheld in its sole discretion, the Minimum Condition.

The Offer also is subject to other conditions as described in the Offer to Purchase. See Section 1—"Terms of the Offer" and Section 17—"Certain Conditions to the Offer."

The Offer will expire at one minute after 11:59 p.m., New York City time, on June 10, 2024, unless the Offer is extended. See Section 1—"Terms of the Offer", Section 17—"Certain Conditions to the Offer" and Section 18—"Certain Legal Matters; Regulatory Approvals."

After careful consideration, the Company's board of directors (the "Company Board") has unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger (the "Transactions"), (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A more complete description of the Company Board's reasons for authorizing and approving the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, is set forth in the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (together with any exhibits and annexes attached thereto, the "Schedule 14D-9") that is being furnished to stockholders in connection with the Offer. Stockholders should carefully read the information set forth in the Schedule 14D-9, including the information set forth under "Item 4. The Solicitation or Recommendation—Reasons for the Recommendation."

The Company has advised Parent that, as of May 9, 2024, (i) 86,475,972 Shares were issued and outstanding (ii) 10,100,748 Shares were subject to issuance pursuant to Company Options (as defined herein), (iii) 3,085,820 Shares were subject to issuance pursuant to Company RSUs (as defined herein), (iv) 530,544 Shares were subject to issuance pursuant to Company PSUs (as defined herein), (v) 81,376 Shares were estimated to be subject to outstanding purchase rights under the Company ESPP (as defined herein), and (vi) 1,216,133 Shares were subject to issuance pursuant to Company Warrants (as defined herein).

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), (i) the members of the board of directors of Purchaser immediately prior to the Effective Time will become the directors of the Surviving Corporation and (ii) the officers of the Company immediately prior to the Effective Time will become the officers of the Surviving Corporation, in each case to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors have been duly elected or appointed and qualified.

If the Minimum Condition is met, Purchaser will have acquired a sufficient number of Shares after the Acceptance Time to effect the Merger without a vote of the stockholders of the Company pursuant to Section 251(h) of the DGCL. Therefore, the parties have agreed to take all necessary and lawful actions to cause the Merger to become effective as promptly as practicable following the Acceptance Time, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of the DGCL.

Material U.S. federal income tax consequences of the sale of Shares pursuant to the Offer and the exchange of Shares in the Merger are described in Section 5—"Material U.S. Federal Income Tax Consequences."

This Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we will accept for payment, purchase and pay for all Shares validly tendered prior to the expiration of the Offer and not properly withdrawn in accordance with the procedures set forth in Section 4—"Withdrawal Rights." The offer will expire at one minute after 11:59 p.m. New York City time on June 10, 2024 (the "Expiration Time"), unless we have extended the Offer in accordance with the terms of the Merger Agreement, in which event the term "Expiration Time" will mean the date and time to which the initial Expiration Time of the Offer is so extended.

The Offer is conditioned upon the satisfaction of the Minimum Condition and the other conditions described in Section 17—"Certain Conditions to the Offer." We may terminate the Offer without purchasing any Shares if certain events described in Section 11—"The Merger Agreement; Other Agreements—Termination" occur.

Purchaser expressly reserves the right to (i) waive, to the extent permitted under applicable legal requirements, any Offer Condition and (ii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that the Company's prior written approval is required for Parent or Purchaser to:

(1) amend, modify or waive the Minimum Condition;

(2) decrease the number of Shares sought to be purchased by Purchaser in the Offer;

(3) reduce the Offer Price except as required or provided by the terms of the Merger Agreement;

(4) accelerate, extend or otherwise change the Expiration Time of the Offer except as required or provided by the terms of the Merger Agreement or terminate or withdraw the Offer (except upon a valid termination of the Merger Agreement pursuant to terms set forth therein);

(5) change the form of consideration payable in the Offer;

(6) impose any condition to the Offer in addition to the Offer Conditions set forth in Section 17—"Certain Conditions to the Offer;"

(7) amend, modify or supplement any of the terms of the Offer in any manner that adversely affects, or could reasonably be expected to have an adverse effect on, any of the holders of Shares (in its capacity as such); or

(8) take any action (or fail to take any action) that would result in the Merger not being permitted to be effected pursuant to Section 251(h) of the DGCL.

Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer, we will (i) promptly accept for payment all Shares tendered and not validly withdrawn pursuant to the Offer and (ii) promptly after the Acceptance Time pay for all such Shares. The time at which Purchaser accepts for payment Shares tendered in the Offer is referred to as the "Acceptance Time."

If, on or before the Expiration Time, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration. We also expressly reserve the right to modify the terms of the Offer, subject to compliance with the Exchange Act, the Merger Agreement and the restrictions identified in paragraphs (1) through (8) above.

The Merger Agreement provides that, subject to the parties' respective termination rights in the Merger Agreement: that (i) if at the then scheduled Expiration Time, the Minimum Condition has not been satisfied or

any of the other Offer Conditions has not been satisfied, or waived by Parent or Purchaser if permitted under the Merger Agreement, then, upon the Company's written request, Purchaser shall, and Parent shall cause Purchaser to, extend the Offer for one (1) or more occasions in consecutive increments of up to ten (10) business days each (or such longer period as may be agreed by the Company and Parent) in order to permit the satisfaction of such Offer Conditions; and (ii) Purchaser has agreed to extend the Offer for the minimum period required by applicable law, interpretation or position of the SEC or its staff or Nasdaq or its staff. However, Purchaser will not (1) be required to extend the Offer beyond the then scheduled Expiration Time to a date later than the earlier of (A) the valid termination of the Merger Agreement and (B) the End Date (defined in the Merger Agreement as January 29, 2025, or March 1, 2025 in the event the End Date has been extended as provided in the Merger Agreement) (such earlier occurrence, the "Extension Deadline"), or (2) be permitted to extend the Offer beyond the Extension Deadline without the Company's prior written consent. Subject to the parties' respective termination rights under the Merger Agreement, without the Company's prior written consent, Purchaser may not terminate or withdraw the Offer, or permit the Offer to expire, before the Expiration Time. See Section 11—"The Merger Agreement; Other Agreements." Except as set forth above, there can be no assurance that we will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period pursuant to the paragraph above, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to withdrawal rights. See Section 4—"Withdrawal Rights."

If, subject to the terms of the Merger Agreement, we make a material change in the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1 under the Exchange Act or otherwise. The minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or the information concerning the tender offer, other than a change in the consideration offered or a change in the percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in the consideration offered or a change in the percentage of securities sought, a tender offer generally must remain open for a minimum of ten (10) business days following such change to allow for adequate disclosure to stockholders.

We expressly reserve the right, in our sole discretion, subject to the terms and upon the conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to not accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer set forth in Section 17 —"Certain Conditions to the Offer" have not been satisfied. Under certain circumstances, Parent and Purchaser may terminate the Merger Agreement and the Offer.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m., New York City time, on the next business day after the Expiration Time in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act.

Promptly following the purchase of Shares in the Offer, we expect to complete the Merger without a vote of the stockholders of the Company pursuant to Section 251(h) of the DGCL.

The Company has agreed to provide us with its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in Section 17—"Certain Conditions to the Offer," we will as promptly accept for payment all Shares that are validly tendered and not validly withdrawn pursuant to the Offer after the Expiration Time and promptly (and in any event within one business day) after the Acceptance Time instruct the Depositary to pay for all Shares validly tendered (and not validly withdrawn) as permitted under Section 4—"Withdrawal Rights". Subject to compliance with Rule 14e-1(c) under the Exchange Act, we expressly reserve the right to delay payment for Shares in order to comply in whole or in part with any applicable law. See Section 18—"Certain Legal Matters; Regulatory Approvals."

In all cases, we will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) (a) the certificates evidencing such Shares (the "Share Certificates") or (b) confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at DTC pursuant to the procedures set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of certain book-entry transfers, an Agent's Message (as described below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The term "Agent's Message" means a message, transmitted by DTC to and received by the Depositary and forming a part of a Book-Entry Confirmation, that states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not validly withdrawn as, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions to the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as paying agent for tendering stockholders for the purpose of receiving payments from us and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If we extend the Offer, are delayed in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will we pay interest on the purchase price for Shares by reason of any extension of the Offer or any delay in making such payment for Shares.**

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions to the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at DTC), promptly following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for a stockholder to validly tender Shares pursuant to the Offer, the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and any other documents required by the

Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and either (i) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or (ii) such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary.

Book-Entry Transfer. The Depositary will take steps to establish and maintain an account with respect to the Shares at Computershare for purposes of the Offer. Any financial institution that is a participant in Computershare's systems may make a book-entry transfer of Shares by causing Computershare to transfer such Shares into the Depositary's account in accordance with Computershare's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time or the tendering stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at Computershare as described above is referred to herein as a "Book-Entry Confirmation."

Guarantee of Signatures. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of the Shares tendered therewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) if the Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 of the Exchange Act (each an "Eligible Institution" and, collectively, "Eligible Institutions"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for payment or not tendered is to be issued in, the name of a person other than the registered holder, then the Share Certificate must be endorsed or accompanied by duly executed stock powers, in either case signed exactly as the name of the registered holder appears on the Share Certificate, with the signature on such Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

Notwithstanding any other provision of this Offer to Purchase, payment for Shares accepted pursuant to the Offer will in all cases only be made after timely receipt by the Depositary of (i) (a) Share Certificates evidencing such Shares or (b) a Book-Entry Confirmation of a book-entry transfer of such Shares into the Depositary's account at DTC pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of certain book-entry transfers, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The method of delivery of Share Certificates, the Letter of Transmittal and all other required documents, including delivery through DTC, is at the option and risk of the tendering stockholder, and the delivery of all such documents will be deemed made (and the risk of loss and the title of Share Certificates will pass) only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Time.

Irregularities. The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal. Our acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions to the Offer (and if the Offer is extended or amended, the terms of or the conditions to any such extension or amendment).

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as we shall determine. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Any determination made by us with respect to the terms and conditions to the Offer may be challenged by the Company's stockholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction.

Guaranteed Delivery. If you wish to tender Shares pursuant to the Offer and cannot deliver such Shares and all other required documents to the Depositary or cannot complete the procedure for delivery by book-entry transfer prior to the Expiration Time, you may nevertheless tender such Shares if all of the following conditions are met:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery in the form provided by us with this Offer to Purchase is received by the Depositary by the Expiration Time; and

the certificates for all such tendered Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) together with any required signature guarantee (or an Agent's Message) and any other required documents, are received by the Depositary within one Nasdaq trading day after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be transmitted via email or mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice. Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for any purpose unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary.

Information Reporting and Backup Withholding. Payments made to U.S. Holders (as defined in Section 5—"Material U.S. Federal Income Tax Consequences") of Shares in the Offer or pursuant to the Merger generally will be subject to information reporting and may be subject to backup withholding. To avoid backup withholding, U.S. stockholders that do not otherwise establish an exemption should complete and return the Internal Revenue Service ("IRS") Form W-9 included in the Letter of Transmittal, certifying that such stockholder is a U.S. person, the taxpayer identification number provided is correct, and that such stockholder is not subject to backup withholding. Non-U.S. Holders (as defined in Section 5—"Material U.S. Federal Income Tax Consequences") should submit an appropriate and properly completed IRS Form W-8 in order to avoid backup withholding. Such stockholders should consult a tax advisor to determine which IRS Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a stockholder's U.S. federal income tax liability, provided the required information is timely furnished in the appropriate manner to the IRS.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after July 12, 2024, which is the 60th day after the date of the commencement of the Offer.

For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares validly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Time.

No withdrawal rights will apply to Shares tendered during a subsequent offering period and no withdrawal rights apply during the subsequent offering period with respect to Shares tendered in the Offer and accepted for payment. See Section 1—"Terms of the Offer."

We will determine, in our sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Material U.S. Federal Income Tax Consequences.

The following is a summary of material U.S. federal income tax consequences of the Offer and the Merger to U.S. Holders and Non-U.S. Holders whose Shares are tendered and accepted for payment of cash pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. It does not address tax consequences applicable to holders of Company Options, Company RSUs and Company PSUs. The summary is for general information purposes only and does not purport to consider all aspects of U.S. federal income taxation that might be relevant to stockholders of the Company. This summary does not address the U.S. federal gift or estate tax or U.S. state or local or non-U.S. tax rules. This summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect. We have not sought, and do not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

This summary applies only to U.S. Holders and Non-U.S. Holders in whose hands Shares are capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary does

not address non-U.S., state or local tax consequences of the Offer or the Merger, nor does it purport to address the U.S. federal income tax consequences of the transactions to stockholders who will actually or constructively own any stock of the Company following the Offer and the Merger, or to special classes of taxpayers (e.g., controlled foreign corporations, passive foreign investment companies, corporations that accumulate earnings to avoid U.S. federal income tax, regulated investment companies, real estate investment trusts, cooperatives, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, stockholders that are, or hold Shares through, partnerships or other pass-through entities for U.S. federal income tax purposes (including entities or arrangements treated as partnerships for U.S. federal income tax purposes), stockholders whose functional currency is not the U.S. dollar, corporations that accumulate earnings to avoid U.S. federal income tax, stockholders who hold shares as qualified small business stock for purposes of Sections 1045 or 1202 of the Code, dealers in securities or non-U.S. currency, traders that mark-to-market their securities, expatriates and former long-term residents of the United States, stockholders that recognize income or gain with respect to the Offer or the Merger as a result of such income or gain being reported on an applicable financial statement, stockholders that hold, or that have held in the past five years, directly or pursuant to attribution rules, more than 5% of our Shares, persons subject to the alternative minimum tax or additional Medicare tax on net investment income, stockholders holding Shares that are part of a straddle, hedging, constructive sale or conversion transaction, and stockholders who received Shares in compensatory transactions, pursuant to the exercise of employee stock options, stock purchase rights, or stock appreciation rights, as restricted stock, or otherwise as compensation).

For purposes of this summary, the term "U.S. Holder" means a beneficial owner of Shares that, for U.S. federal income tax purposes, is: (i) an individual who is a citizen or resident of the United States; (ii) a corporation, or an entity treated as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States, or of any state or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust, if (a) a U.S. court is able to exercise primary supervision over the trust's administration and one or more U.S. persons, within the meaning of Section 7701(a)(30) of the Code, have authority to control all of the trust's substantial decisions or (b) the trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes.

For purposes of this summary, the term "Non-U.S. Holder" means a beneficial owner of Shares that is not a U.S. Holder and is not a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes.

If a partnership, or another entity or arrangement treated as a partnership for U.S. federal income tax purposes, holds Shares, the tax treatment of the partnership and its partners or members generally will depend upon the status of the partner or member and the partnership's activities. Accordingly, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes that hold Shares, and partners or members in those entities, are urged to consult their tax advisors regarding the specific U.S. federal income tax consequences to them of the Offer and the Merger.

Because individual circumstances may differ, each stockholder should consult his, her or its own tax advisor to determine the applicability of the rules discussed below and the particular tax consequences of the Offer and the Merger on a beneficial owner of Shares, including the application and effect of the alternative minimum tax and any state, local and non-U.S. tax laws and changes in any laws.

Tax Consequences to U.S. Holders

General. The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. In general, a U.S. Holder who sells Shares pursuant to the Offer or receives cash in exchange for Shares pursuant to the Merger will recognize capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (i) the amount of cash received and (ii) the U.S. Holder's adjusted tax basis in the Shares sold pursuant to the Offer or exchanged for cash

pursuant to the Merger. If a U.S. Holder acquired Shares by purchasing them, the U.S. Holder's adjusted tax basis in its Shares will generally equal the amount the U.S. Holder paid for the relevant Shares, less any returns of capital that the U.S. Holder might have received with regard to the relevant Shares. Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Merger. Such gain or loss will be long-term capital gain or loss, provided that a U.S. Holder's holding period for such block of Shares is more than one year at the time of consummation of the Offer or the Merger, as the case may be. Long-term capital gains of certain non-corporate U.S. Holders, including individuals, generally are subject to U.S. federal income tax at preferential rates. The deductibility of capital losses is subject to limitations.

Tax Consequences to Non-U.S. Holders

Any gain realized by a Non-U.S. Holder upon the exchange of Shares for cash pursuant to the Offer or the Merger will generally not be subject to U.S. federal income tax unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such gain is attributable), in which case, the Non-U.S. Holder generally will be taxed in the same manner as a U.S. Holder (as described above under "—Tax Consequences to U.S. Holders"), except that a Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable tax treaty) on such effectively connected gain, as adjusted for certain items; or
- the Non-U.S. Holder is a nonresident alien individual who is present in the United States for a period or periods aggregating 183 days or more in the taxable year of the Offer or the Merger, as applicable, and certain other conditions are met, in which case, the Non-U.S. Holder may be subject to a 30% U.S. federal income tax (or such lower rate specified by an applicable tax treaty) on such gain (net of certain U.S. source losses provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses).

Information Reporting, Backup Withholding, and FATCA

A stockholder that exchanges Shares pursuant to the Offer or the Merger is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

6. Price Range of Shares; Dividends.

The Shares currently trade on The Nasdaq Global Select Market under the symbol "DCPH" and have been traded since September 28, 2017. The Company advised Purchaser that, as of May 9, 2024, i) 86,475,972 Shares were issued and outstanding (ii) 10,100,748 Shares were subject to issuance pursuant to Company Options (as defined herein), (iii) 3,085,820 Shares were subject to issuance pursuant to Company RSUs (as defined herein), (iv) 530,544 Shares were subject to issuance pursuant to Company PSUs (as defined herein), (v) 81,376 Shares were estimated to be subject to outstanding purchase rights under the Company ESPP, and (vi) 1,216,133 Shares were subject to issuance pursuant to Company Warrants.

The following table sets forth, for the periods indicated, the high and low sale prices per Share for each quarterly period within the two preceding fiscal years, as reported on Nasdaq.

	High	Low
Year Ending December 31, 2024		
First Quarter	$17.73	$13.25
Second Quarter (through May 10, 2024)	$25.55	$14.00
Year Ended December 31, 2023		
First Quarter	$22.73	$13.98
Second Quarter	$16.38	$12.73
Third Quarter	$16.43	$12.33
Fourth Quarter	$16.69	$ 9.90
Year Ended December 31, 2022		
First Quarter	$11.45	$ 6.51
Second Quarter	$14.48	$ 9.01
Third Quarter	$20.88	$12.14
Fourth Quarter	$19.26	$14.42

On April 26, 2024, the trading day before the public announcement of the execution of the Merger Agreement, the reported closing sales price of the Shares on Nasdaq was $14.65.

On May 10, 2024, the last full trading day before the commencement of the Offer, the reported closing price per Share on Nasdaq was $25.36.

According to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, the Company has never declared or paid cash dividends on its Shares. Stockholders are urged to obtain a current market quotation for the Shares.

7. Certain Information Concerning the Company.

Except as specifically set forth herein, the information concerning the Company contained in this Offer to Purchase has been taken from or is based upon information furnished by the Company or its representatives or upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to the Company's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information.

General. The Company is a Delaware corporation that was formed in August 2017. Deciphera Pharmaceuticals, LLC, one of its wholly owned subsidiaries, is a Delaware limited liability company that was formed in 2003 as its initial company entity. The Company's principal executive offices are located at 200 Smith Street, Waltham, MA 02451, and its telephone number is (781) 209-6400. The following description of the Company and its business has been taken from the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and is qualified in its entirety by reference to such Form 10-K: the Company is a biopharmaceutical company focused on discovering, developing, and commercializing important new medicines to improve the lives of people with cancer.

Available Information. The Shares are registered under the Exchange Act. Accordingly, the Company is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, Company Options, Company RSUs and Company PSUs granted to them, the principal holders of the Company's securities, any material interests of such persons in transactions with the Company and other

matters, is required to be disclosed in the Company's periodic reports. Such information also will be available in the Schedule 14D-9 to the extent required to be reported under the rules and regulations of the SEC applicable to the Offer. Such reports and other information have been filed electronically by the Company and are available for inspection at the SEC's web site on the http://www.sec.gov.

Although Purchaser has no knowledge that any such information is untrue, Purchaser takes no responsibility for the accuracy or completeness of information contained in this Offer to Purchase with respect to the Company or any of its subsidiaries or affiliates or for any failure by the Company to disclose any events which may have occurred or may affect the significance or accuracy of any such information.

8. Certain Information Concerning Parent and Purchaser.

General. Purchaser is a Delaware corporation with its principal offices located at c/o Ono Pharmaceutical Co., Ltd., 8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan. The telephone number of Purchaser is +81-6-6263-5670. Purchaser is a direct wholly owned subsidiary of Parent. Purchaser was formed for the purpose of making a tender offer for all of the Shares of the Company and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Merger.

Parent is a Japanese corporation with its principal offices located at Ono Pharmaceutical Co., Ltd., 8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan. The telephone number of Parent is +81-6-6263-5670. Parent is a company engaged in the production, purchase and sale of pharmaceuticals and diagnostic reagents, focusing primarily on prescription pharmaceuticals.

The name, citizenship, present principal occupation or employment and past material occupation, positions, offices or employment for at least the last five years for each director and each of the executive officers of Parent and Purchaser and certain other information are set forth in Schedule I hereto.

During the last five years, none of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I hereto, (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as otherwise described in this Offer to Purchase, (i) none of Parent, Purchaser, any majority-owned subsidiary of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I hereto or any associate or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Parent, Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons or entities referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as otherwise described in this Offer to Purchase, none of Parent, Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of Parent, Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed on Schedule I hereto, has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been

no contacts, negotiations or transactions between Parent or any of its subsidiaries or, to the best knowledge of Parent, any of the persons listed in Schedule I hereto, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, Parent and Purchaser filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. Copies of the Schedule TO and the exhibits thereto, and reports, proxy statements and other information are available to the public at no charge on the SEC's website (http://www.sec.gov).

9. Source and Amount of Funds.

Purchaser believes that the financial condition of Parent, Purchaser and their respective affiliates is not material to a decision by a holder of Shares whether to tender such Shares in the Offer because (i) Purchaser was organized solely in connection with the Offer and the Merger and, prior to the Expiration Time, will not carry on any activities other than in connection with the Offer and the Merger; (ii) the Offer is being made for all outstanding Shares solely for cash; (iii) if Purchaser consummates the Offer, Purchaser expects to acquire all remaining Shares for the same consideration in the Merger that was paid for Shares validly tendered and not withdrawn pursuant to the Offer; and (iv) Parent will provide Purchaser with the funds necessary to purchase and pay for all of the Shares tendered pursuant to the Offer and to consummate the Merger, per the terms of the Merger Agreement. **The Offer is not subject to any financing condition.**

Parent and Purchaser estimate that the total funds required to complete the Offer and the Merger and to pay related transaction fees and expenses will be approximately $2.4 billion. Parent will provide Purchaser with the funds necessary to complete the Offer and the Merger and to pay related transaction fees and expenses at the Merger Closing. Parent expects to fund the Offer and the Merger from available cash on hand together with the proceeds of a debt financing contemplated by a debt commitment letter, dated as of April 29, 2024 (the "Debt Commitment Letter"), between Parent and Bank of America, National Association ("Bank of America"). Pursuant to the Debt Commitment Letter, Bank of America committed to provide, subject solely to the conditions precedent that are expressly set forth in the "Initial Conditions Precedent" section of the term sheet exhibit to the Debt Commitment Letter (the "Specified Conditions"), to Purchaser debt financing in an aggregate principal amount of JPY 100,000,000,000, or approximately US $642.1 million, to partially finance the transactions contemplated by the Merger Agreement and pay related fees and expenses. Each of Parent and Purchaser has agreed to use its reasonable best efforts to arrange the debt financing on the terms and conditions described in the Debt Commitment Letter. If Parent, Merger Sub or any of their respective Affiliates receives any notice or communication, whether oral or written, from any Debt Financing Source or other Person party to the Debt Commitment Letter, that one or more Debt Financing Sources or other Persons party to the Debt Commitment Letter plans to, intends to or will make any portion of the Debt Financing unavailable, or if any portion of the debt financing becomes unavailable on the terms and conditions (including any flex provisions applicable thereto) contemplated in the Debt Commitment Letter, Parent and Purchaser must (and must cause their affiliates to) use their reasonable best efforts to arrange to obtain alternative financing from alternative sources in an amount that, when taken together with other available cash on hand, would be sufficient to make the required payments or such unavailable portion thereof on terms and conditions that are not less favorable to Parent and Purchaser than as contemplated by the Debt Commitment Letter (including, to the extent required by the related "market flex" provisions).

Debt Commitment Letter

Pursuant to the Debt Commitment Letter, Bank of America has committed to provide a JPY 100,000,000,000, US $642.1 million, senior unsecured loan (the "Debt Financing"), subject solely to the Specified Conditions set forth in the Debt Commitment Letter.

The commitment of Bank of America with respect to the Debt Financing pursuant to the Debt Commitment Letter will automatically terminate upon the earliest of (i) the early termination of the Merger Agreement in accordance with its terms (other than with respect to those provisions that expressly survive termination), (ii) the consummation of the Merger with or without the funding of the Debt Financing and (iii) 11:59 p.m., New York City time on the date that is five (5) business days after the End Date, or such later date as agreed upon from time to time.

Conditions Precedent to the Debt Financing

The availability of the Debt Financing is subject to, among other things:

- the Merger having been consummated, or, substantially simultaneously with the initial borrowing under the Debt Financing, being consummated, in all material respects in accordance with the terms of the Merger Agreement as in effect on the date of the Debt Commitment Letter and after giving effect from time to time to any modifications, amendments, restatements, supplements, consents or waivers, other than those modifications, amendments, restatements, supplements, consents or waivers by Parent or Purchaser that are materially adverse to the interests of the lenders providing the Debt Financing (in their capacity as such) unless reasonably consented to in writing by Bank of America;
- since the date of the Merger Agreement, there shall have not occurred, and be continuing at the Expiration Time, a Company Material Adverse Effect;
- certain specified representations and warranties of Parent being true and correct in all material respects and the representations and warranties made by the Company in the Merger Agreement that are material to the interests of the lenders under the Debt Financing (in their capacity as such) being true and correct in all material respects, but only to the extent that Parent or Purchaser, as applicable, has the right to decline to consummate the Merger under Section 2(c) of Annex I to the Merger Agreement (or to terminate the obligations of Parent and Purchaser under Section 8.1(g) of the Merger Agreement) as a result of a breach of such representations and warranties;
- the payment of fees and expenses required to be paid at the time of the Merger Closing pursuant to the terms of the Debt Commitment Letter and the related fee letter; and
- the execution and delivery of definitive documentation in respect of the Debt Financing (the "Facility Documents") and certain other customary closing deliverables, in each case, consistent with terms set forth in the Debt Commitment Letter and that are usual and customary for an unsecured facility of similar type and for public companies of similar size and net leverage profile.

The definitive Facility Documents have not been finalized and, accordingly, the actual terms of the Debt Financing may differ from those described in this Offer to Purchase. Although the Debt Financing described in this Offer to Purchase is not subject to due diligence or "market out," such financing may not be considered assured. The obligation of Bank of America to provide the Debt Financing under the Debt Commitment Letter is subject to a number of conditions precedent that are expressly set forth in the "Initial Conditions Precedent" section of the term sheet exhibit to the Debt Commitment Letter, some of which are set forth above. There is a risk that these conditions precedent will not be satisfied and the Debt Financing may not be funded when required.

Debt Financing

The Debt Financing will be used to finance a portion of the aggregate purchase price contemplated by the Merger Agreement and to pay related fees and expenses.

Interest Rates. The Debt Financing will bear interest at a rate as determined on the basis of TIBOR (the Tokyo Interbank Offered Rate) plus the Applicable Margin. Under the Debt Commitment Letter, the "Applicable

Margin" means (i) a rate equal to 0.75% per annum during the period from the date the Facility Documents are entered into (the "Facility Documents Signing Date") to (but excluding) the date that is 90 days after the Facility Documents Signing Date, (ii) a rate equal to 1.05% per annum during the period from the date that is 90 days after the Facility Documents Signing Date to (but excluding) the date that is 180 days after the Facility Documents Signing Date, and (iii) a rate equal to 1.45% per annum at all times from and after the date that is 180 days after the Facility Documents Signing Date.

Maturity. The Debt Financing will mature 364 days after the after the Facility Documents Signing Date.

Prepayments. Parent will be permitted to make voluntary prepayments with respect to the Debt Financing at any time, without premium or penalty (other than customary breakage costs, if applicable).

No Guarantors and No Collateral. Parent will be the sole obligor in respect of the Debt Financing and none of Parent's subsidiaries or any other person will be require to provide any guaranty in respect of the Debt Financing. The Debt Financing will consist of unsecured loans and neither Parent, nor any other person, will be required to provide any collateral or other security interests in respect of the Debt Financing.

Other Terms. The Debt Financing will contain customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, loans and other investments, non-ordinary course asset sales, mergers, consolidations, and acquisitions, liens and dividends, stock repurchases and other distributions as expressly set forth in the term sheet exhibit of the Debt Commitment Letter. The Debt Financing will also include customary events of defaults as expressly set forth in the term sheet exhibit of the Debt Commitment Letter.

The foregoing summary of certain provisions of the Debt Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Debt Commitment Letter, a copy of which has been filed as Exhibit (b) to the Schedule TO and which is incorporated herein by reference.

10. Background of the Offer; Past Contacts or Negotiations with the Company.

Past Contacts or Negotiations between Parent and the Company. The following is a description of contacts between representatives of Parent or Purchaser with representatives of the Company that resulted in the execution of the Merger Agreement. For a review of the Company's activities relating to these contacts, please refer to the Company's Schedule 14D-9 being mailed to stockholders with this Offer to Purchase.

Background of the Offer and the Merger

The following chronology summarizes the key meetings and events that led to the signing of the Merger Agreement. The following chronology does not purport to catalogue every conversation with the Company or the representatives of the Company.

Parent's senior management team regularly considers, evaluates and discusses with the board of directors of Parent (the "Parent Board") potential strategic alternatives, and has considered ways to enhance Parent's performance and prospects in light of competitive and other relevant developments. These reviews have included periodic discussions with respect to potential acquisitions and collaborations that would further Parent's strategic objectives and the potential benefits and risks of such transactions.

On November 11, 2010, Parent first became aware of the Company and had a meeting with the Company. At that time, Parent conducted a scientific evaluation of a certain product of the Company for the treatment of chronic myeloid leukemia prior to initiating discussions with the Company regarding Parent's potentially licensing such product in the Japanese territory. However, later in the same year, Parent discontinued its evaluation of such Company product. Since such initial meeting, Parent and the Company have been in contact every few years. For

instance, in June 2022 and as part of its on-going business development activities, Parent entered into a confidentiality agreement with the Company to facilitate discussions regarding a potential business or collaborative relationship relating to the Company's ULK kinase inhibitor project (also known as DCC-3116).

On April 11, 2023, at the Company's suggestion, representatives of Parent had a conference call with representatives of the Company. Following such conference call, Parent commenced a scientific evaluation of QINLOCK for the purpose of Parent potentially licensing QINLOCK in the Japanese and South Korean territories. On May 10, 2023, Parent and the Company amended the June 2022 confidentiality agreement to facilitate the discussion and evaluation of such potential licensing arrangement. On July 27, 2023, Parent discontinued its evaluation of QINLOCK and discussions with the Company regarding a potential licensing transaction primarily due to the relatively small Japanese and South Korean markets for QINLOCK.

In early November 2023, following the Company's public announcement of positive top-line results from the Company's Phase 3 (MOTION) trial of vimseltinib, Parent approached the Company to renew discussions regarding a potential partnering relationship with the Company. On November 8, 2023, Parent and the Company amended their existing confidentiality agreement (previously amended on May 10, 2023) to facilitate discussions regarding a potential business or collaborative relationship between the parties relating to certain products and product candidates of the Company, including vimseltinib, each for Japan and South Korea. Thereafter, from time to time through December 20, 2023, the parties engaged in discussions regarding such a potential partnering relationship, and Parent commenced a scientific evaluation on vimseltinib for the Japanese and South Korean territories based on certain due diligence materials provided by the Company related thereto.

On December 7, 2023, certain employees of Parent had an internal meeting with management executives of Parent for the purpose of introducing the Company and its products and pipeline products (in particular, QINLOCK and vimseltinib) to such management executives, and it was decided during such internal meeting that Parent would consider approaching the Company to explore a strategic transaction between Parent and the Company, including a possible acquisition of the Company by Parent.

On December 12, 2023, representatives of Parent had a video conference with Bank of America to discuss its financial advisory services and capabilities. On December 13, 2023, Parent formally engaged Bank of America to provide financial advisory services in connection with Parent's potential acquisition of the Company.

On November 7, 2023, representatives of Parent discussed with representatives of Greenberg Traurig, LLP ("GT") Parent's potential acquisition of the Company and requested that GT provide legal assistance in connection with such proposed acquisition. On November 22, 2023, Parent formally engaged GT to act as legal counsel in connection with Parent's potential acquisition of the Company.

On December 20, 2023, representatives of Parent consulted with representatives of KPMG International Limited ("KPMG") regarding KPMG's providing financial, tax due diligence and tax structuring advice and support in connection with Parent's potential acquisition of the Company. On December 28, 2023, Parent formally engaged KPMG to provide such advice and support in connection with Parent's potential acquisition of the Company.

Also on December 20, 2023, representatives of Parent and the Company participated in a call to discuss the vimseltinib program.

On January 8, 2024, while in attendance at the J.P. Morgan Annual Healthcare Conference in San Francisco, California (the "J.P. Morgan Conference"), representatives of Parent, including Dr. Takino, then Executive Director, Discovery and Research and currently President and Chief Operating Officer, and Mr. Tanigawa, Executive Director, Corporate Development & Strategy, met with representatives of the Company, including Steven L. Hoerter, President and Chief Executive Officer, Thomas P. Kelly, Executive Vice President and Chief Financial Officer, and Kelley Dealhoy, Senior Vice President and Chief Business Officer, to further discuss a potential partnering relationship.

On January 22, 2024, representatives of Parent consulted with representatives of Willis Towers Watson Public Limited Company ("WTW") regarding WTW's providing support for executive compensation and retention in connection with Parent's potential acquisition of the Company. On the same day, Parent requested that WTW submit a proposal regarding its capabilities to provide such services, and on February 15, 2024, Parent formally engaged WTW for human resources services in connection with Parent's proposed acquisition of the Company.

On January 31, 2024, and as a follow-up to the January 8th meeting at the J.P. Morgan Conference, the Company made available to Parent certain due diligence materials concerning vimseltinib in a virtual data room related to a potential partnering process in Japan, which materials were subject to the amended confidentiality agreement between the parties described above.

Commencing in early January 2024 through early March 2024, at Parent's direction, GT conducted preliminary legal due diligence on the Company based exclusively on publicly available information, including the Company's filings with the SEC. During this time, also at Parent's direction, Bank of America and KPMG conducted preliminary financial due diligence and KPMG conducted tax due diligence, in both cases, based exclusively on publicly available information regarding the Company.

On February 13, 2024, Mr. Sagara, Dr. Takino and Mr. Tanigawa had a face-to-face meeting at the Company's headquarters with Mr. Hoerter, Mr. Kelly and Ms. Dealhoy. Parent's purpose for this meeting was to introduce such representatives of Parent and the Company and to commence exploratory discussions between Parent and the Company regarding Parent's interest in strengthening Parent's business organization and operations for the development and commercialization of certain products in the United States and Europe through a collaboration with the Company, and such representatives of Parent and the Company engaged in informal discussions related thereto during this meeting. It was also at this meeting that Parent first expressed its potential interest in acquiring 100% of the outstanding Shares in an all-cash transaction and an intent to send a proposal letter to acquire all of the outstanding Shares at a price of $22.50 per Share. Shortly following this meeting on February 13, 2024, Parent delivered to the Company a non-binding indication of interest for the acquisition by Parent of all of the outstanding Shares for $22.50 per Share in cash (the "February 13th Proposal").

On February 24, 2024, Mr. Hoerter contacted Mr. Tanigawa to inform him that the Company Board had determined that the February 13th Proposal was inadequate for further engagement. Representatives of J.P. Morgan Securities LLC, the Company's financial advisor ("J.P. Morgan"), subsequently communicated the same to representatives of Bank of America.

On March 1, 2024, Mr. Tanigawa contacted Mr. Hoerter and communicated that Parent was prepared to increase the purchase price for a potential acquisition of the Company to $25.00 per Share. Mr. Tanigawa requested access to due diligence as a next step. Mr. Hoerter indicated that he would discuss the proposal and Parent's request for confirmatory due diligence with the Company Board. Following this conversation, Parent sent a letter to Mr. Hoerter containing a non-binding proposal to acquire all of the outstanding Shares for $25.00 per Share in cash, subject to the completion of due diligence and the negotiation of a definitive agreement (the "March 1st Proposal"). Representatives of Bank of America had a follow-up conversation with J.P. Morgan, during which the representatives of Bank of America indicated that Parent would not be willing to consider any further increase in its price without due diligence.

On March 4, 2024, Mr. Hoerter informed Mr. Tanigawa that the Company Board had determined that the March 1st Proposal was inadequate, but that the Company would provide additional targeted due diligence information to Parent (subject to the execution by Parent of an appropriate confidentiality agreement, which included a standstill provision), if it could potentially lead Parent to improve its position on value. Mr. Tanigawa indicated that Parent would proceed in this manner.

On March 8, 2024, Parent entered into a confidentiality agreement with the Company, and the Company provided Parent, GT, Bank of America and certain other Parent advisors access to certain limited confidential

information regarding the Company and its business contained in a confidential electronic data room (the "VDR").

During the period commencing on March 8, 2024 and concluding on March 27, 2024, GT performed legal due diligence and BofA and KPMG performed financial due diligence on the limited information made available by the Company in the VDR.

On March 13, 2024, Mr. Tanigawa had a conversation with Mr. Hoerter regarding the status of Parent's priority due diligence review. During this conversation, Mr. Tanigawa indicated that Parent had not found any additional value as a result of the due diligence that had been conducted to date.

On March 14, 2024, representatives of Parent had a call with representatives of the Company to discuss scientific and commercial due diligence matters.

On March 22, 2024, representatives of Parent had a call with representatives of the Company to discuss the remaining priority due diligence questions submitted by Parent.

On March 28, 2024, Mr. Tanigawa contacted Mr. Hoerter to communicate that Parent was prepared to increase the purchase price for a potential acquisition of the Company to $25.50 per Share. Mr. Hoerter indicated that he would discuss the proposal with the Company Board. Following this conversation, Parent sent a letter to Mr. Hoerter containing a non-binding proposal to acquire all of the outstanding Shares for $25.50 per Share in cash, subject to the completion of remaining due diligence and the negotiation of a definitive agreement (the "March 28th Proposal"). The March 28th Proposal was characterized as Parent's final proposal, representing the highest price that Parent was able to pay to acquire the Company. In addition, the March 28th Proposal indicated that Parent was prepared to complete all remaining confirmatory due diligence within two to three weeks and negotiate and enter into a definitive agreement in parallel. Among the key outstanding confirmatory due diligence items listed in the March 28th Proposal was the concept that key personnel of the Company may be retained following consummation of the proposed transaction. The March 28th Proposal included a request that the Company enter into an exclusivity agreement providing for an exclusive negotiation period of 14 days, which exclusivity agreement was attached to the March 28th Proposal.

On April 1, 2024, J.P. Morgan, as directed by the Company, invited Parent, by delivery of a formal bid process letter, to submit a "best and final" proposal for Parent's potential acquisition of the Company by April 26, 2024. The bid process letter, among other things, instructed bidders to submit a mark-up of the draft Merger Agreement to the Company's counsel, Goodwin Procter LLP ("Goodwin") no later than April 19, 2024, in advance of the final bid submission and to include any lender commitment papers for the expected sources of financing in the final bid submission.

On April 3, 2024, the Company provided Parent with access to confirmatory due diligence materials in the VDR. Parent and its advisors continued to perform due diligence through the April 26th bid deadline.

On April 5, 2024, the Company made the draft of the Merger Agreement available to Parent in the VDR. The draft Merger Agreement included customary terms and conditions for such an agreement, including, among other things, (i) the structure of the transaction as a cash tender offer followed immediately by a short-form merger pursuant to Section 251(h) of the DGCL, (ii) accelerated vesting of outstanding equity awards, (iii) limited closing conditions, (iv) exceptions to the definition of "Company Material Adverse Effect", which generally defines the standard for closing risk, including for regulatory, preclinical or clinical, competitive, pricing, reimbursement, supply or manufacturing effects relating to the products and product candidates of the Company or its competitors, (v) the obligation of the buyer to obtain all regulatory approvals, (vi) the Company's ability to provide information to, and engage in discussions with, a party making an unsolicited acquisition proposal that constitutes or could reasonably be expected to lead to a superior proposal, (vii) the Company's ability to accept a superior proposal after providing the buyer with a right to match such proposal, and (viii) a termination fee payable by the Company in certain circumstances equal to 2.0% of the equity value of the transaction.

Also on April 5, 2024, as part of the on-going due diligence process, Parent requested in-person meetings with certain members of the Company's senior management to discuss the Company's operations, organization and culture.

On April 7, 2024, Mr. Tanigawa had a conversation with Mr. Hoerter to discuss Parent's request for meetings with certain members of the Company's senior management, including potential timing and participants.

On April 15, 2024, Goodwin provided the initial draft of the disclosure schedules of the Company to GT.

Between April 5, 2024 and April 25, 2024, representatives of GT and Goodwin communicated and collaborated on due diligence matters, including various antitrust and regulatory matters, in connection with the potential transaction.

On April 16, 2024, with representatives of GT and Goodwin in attendance, representatives of Parent met at Goodwin's offices in Boston to interview, solely for due diligence purposes, certain members of the Company's senior management team. No employment terms were discussed during these meetings. Later on April 16, 2024, Mr. Tanigawa had dinner with Mr. Hoerter in Boston, Massachusetts. Neither Mr. Hoerter nor Mr. Tanigawa made any proposals during this dinner or otherwise discussed the specific terms of a potential transaction or Mr. Hoerter's potential future role with, or compensation payable by, Parent and/or its affiliates following a potential transaction.

On April 19, 2024, GT delivered to Goodwin (i) the initial mark-up of the draft Merger Agreement previously provided to Parent, (ii) an initial draft of a tender and support agreement (the "Tender and Support Agreement"), which proposed, among other things, that the largest stockholder of the Company and all directors and officers of the Company agree to tender the Shares beneficially owned by them to Purchaser in the Offer, and (iii) initial drafts of the financing commitment letter and related term sheet relating to financing that Parent was obtaining from Bank of America in connection with the potential transaction.

Later on April 19, 2024, representatives of GT and Goodwin had a telephone call to discuss, among others, Parent's request for certain executives of the Company to execute employment agreements with Parent concurrently with the execution of the Merger Agreement. The representatives of Goodwin informed representatives of GT that any discussion between Parent and any members of the Company's senior management regarding future roles or compensation would require prior authorization of the Company Board and may take place only if and after the parties determine to proceed with a transaction at a price that had been finally negotiated. Thereafter, Parent revised its request to apply only to an employment agreement with Mr. Hoerter, which Parent indicated would be a condition to Parent entering into the Merger Agreement. On April 23, 2024, a representative of GT contacted representatives of Goodwin to request that, if Parent was selected as the winning bidder following the bid deadline on April 26, 2024, Parent be provided with the opportunity to engage in discussions with Mr. Hoerter regarding his post-closing employment and the retention of other members of management.

From April 19 through April 25, 2024, representatives of Goodwin and representatives of GT exchanged various drafts and participated in various discussions regarding the terms of the Merger Agreement, the Tender and Support Agreement and the financing commitment letter and term sheet. The main items negotiated with respect to the Merger Agreement included, among other things, (1) the treatment of the Company's compensatory awards in the Merger, (2) the representations and warranties to be made by the parties, (3) the provisions relating to antitrust and regulatory approval matters, (4) the restrictions on the conduct of the Company's businesses between signing and closing of the transaction, (5) the definition of "Company Material Adverse Effect" and the exclusion of certain events and conditions from the definition of "Company Material Adverse Effect," (6) the ability of the Company under certain circumstances to entertain unsolicited proposals for an acquisition that constitutes or could reasonably be expected to lead to an offer that is superior to the Offer and the Merger, (7) the conditions to completion of the Offer and the Merger, (8) the covenants regarding employee benefit matters applicable to Company employees generally following

the closing, (9) the remedies available to each party under the Merger Agreement, including the triggers for the termination fee payable by the Company to Parent and (10) the amount of such termination fee. The main item negotiated with respect to the Tender and Support Agreement was the events that would cause an automatic termination of the Tender and Support Agreement.

On April 26, 2024, Parent delivered to J.P. Morgan a written proposal for Parent's acquisition of the Company at $25.50 per Share which indicated that Parent had completed its due diligence review. Later that same day, GT delivered to Goodwin further revised drafts of the Merger Agreement, the Tender and Support Agreement and final drafts of the financing commitment letter and the financing term sheet.

On the evening of April 26, 2024, representatives of J.P. Morgan, as directed by the Company, asked that Parent increase its offer to $26.00 per Share. During the evening of April 27, 2024, representatives of Bank of America, as directed by Parent, communicated Parent's last, best and final offer of $25.60 per Share. When communicating this offer price, Parent indicated that it would not further increase the offer price and would terminate discussions regarding a potential acquisition if such offer price was not accepted by the Company Board. Later in the evening on April 27, 2024, representatives of Goodwin communicated to representatives of GT the Company Board's acceptance of Parent's offer price of $25.60 per Share.

Later on April 27, 2024, Mr. Sagara had a call with Mr. Hoerter, following which Parent sent to Mr. Hoerter an initial proposal regarding his post-closing employment with Parent and/or its affiliates.

Between the evening of April 27, 2024 and April 28, 2024, representatives of Goodwin and GT finalized all remaining open items in the Merger Agreement and the corresponding Company disclosure schedules, the Tender and Support Agreement and the commitment papers, including, among other things, (1) the amount of the termination fee payable to Parent (which the parties ultimately agreed in the Merger Agreement to be 3.25% of the equity value of the transaction), (2) certain post-closing employee benefits applicable to non-executive employees of the Company and (3) the restrictions on the conduct of the Company's business until completion of the transaction. Parent also communicated to the Company that the Parent Board had authorized Parent to enter into the Merger Agreement.

On April 28, 2024, representatives of Parent and Mr. Hoerter, together with their respective counsel, met at Goodwin's offices in Boston, Massachusetts to commence discussion of the potential terms of Mr. Hoerter's employment with Parent and/or its affiliates following completion of the proposed transaction. Given that the transaction documentation was otherwise in final form, Parent determined to proceed with the execution of the merger agreement and announcement of the transaction before concluding discussions with Mr. Hoerter. As a result, as of the execution of the Merger Agreement (and as of the date of this Offer), there were no agreements or arrangements in place between Mr. Hoerter and Parent and/or its affiliates with respect to Mr. Hoerter's post-closing employment.

Also on April 28, 2024, representatives of Parent, including Mr. Sagara, held a meeting to discuss the terms of the potential transaction with the Company. During such meeting, management executives of Parent determined, among other things, the proposed transaction to be within the authority previously granted by the Parent Board and authorized Parent's execution of the Merger Agreement, the Tender and Support Agreements and the financing commitment papers.

On April 29, 2024, prior to the open of trading on the Nasdaq Global Select Market, the Company, Purchaser and Parent executed and delivered the Merger Agreement. Also on that date, Parent, Purchaser, and certain stockholders of the Company executed and delivered the Tender and Support Agreements. For more information concerning the terms of the Tender and Support Agreements, see Section 11—"The Merger Agreement; Other Agreements" in this Offer to Purchase.

Also on April 29, 2024, after such execution and delivery of the Merger Agreement and the Tender and Support Agreements and prior to the open of trading on the Nasdaq Global Select Market, the Company issued a press release announcing the execution of the Merger Agreement and the forthcoming commencement of a tender offer by Purchaser to acquire all of the Shares at the Offer Price.

11. The Merger Agreement; Other Agreements.

The following summary of certain provisions of the Merger Agreement and all other provisions of the Merger Agreement discussed herein are qualified by reference to the Merger Agreement itself, which is incorporated herein by reference. We have filed a copy of the Merger Agreement as Exhibit (d)(1) to the Schedule TO. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8—"Certain Information Concerning Parent and Purchaser." Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Merger Agreement.

The Merger Agreement has been filed with the SEC and incorporated by reference herein to provide investors and stockholders with information regarding the terms of the Offer and the Merger. It is not intended to provide any other factual information about Parent, Purchaser or the Company. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were (except as expressly set forth therein) solely for the benefit of the parties to such agreement and may be subject to qualifications and limitations agreed upon by such parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and any description thereof contained or incorporated by reference herein, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk among the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and in some cases were qualified by disclosures set forth in confidential disclosure schedules that were provided by the Company to Parent and Purchaser but not filed with the SEC as part of the Merger Agreement. Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein. Information concerning the subject matter of such representations, warranties and covenants, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the parties' public disclosures.

The Offer

The Merger Agreement provides that Purchaser will commence the Offer no later than May 13, 2024. Purchaser's obligation to accept for payment and pay for Shares validly tendered in the Offer is subject to the satisfaction or, to the extent waivable by Parent or Purchaser, the waiver of the Offer Conditions that are described in Section 17—"Certain Conditions to the Offer." Subject to the satisfaction or waiver of the Offer Conditions that are described in Section 17—"Certain Conditions to the Offer," the Merger Agreement provides that Purchaser will, and Parent will cause Purchaser to, promptly after the Expiration Time, accept for payment all Shares tendered and not validly withdrawn pursuant to the Offer and, promptly after the Acceptance Time, pay for such Shares. The Offer will expire at one minute after 11:59 p.m., New York City time on June 10, 2024, unless we extend the Offer pursuant to the terms of the Merger Agreement.

Purchaser expressly reserves the right to (i) waive, to the extent permitted under applicable legal requirements, any Offer Condition and (ii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that the Company's prior written approval is required for Parent or Purchaser to:

- amend, modify or waive the Minimum Condition;
- decrease the number of Shares sought to be purchased by Purchaser in the Offer;
- reduce the Offer Price except as required or provided by the terms of the Merger Agreement;
- accelerate, extend or otherwise change the Expiration Time of the Offer except as required or provided by the terms of the Merger Agreement or terminate or withdraw the Offer except upon a valid termination of the Merger Agreement pursuant to term set forth therein;

- change the form of consideration payable in the Offer;
- impose any condition to the Offer in addition to the Offer Conditions set forth in Section 17—"Certain Conditions to the Offer;"
- amend, modify or supplement any of the terms of the Offer in any manner that adversely affects, or could reasonably be expected to have an adverse effect on, any of the holders of Shares (in its capacity as such);
- take any action (or fail to take any action) that would result in the Merger not being permitted to be effected pursuant to Section 251(h) of the DGCL.

The Merger Agreement contains provisions to govern the circumstances under which Purchaser is required to, and Parent is required to cause Purchaser to, extend the Offer. Specifically, the Merger Agreement provides that:

- if at the then scheduled Expiration Time, the Minimum Condition has not been satisfied or any of the other Offer Conditions have not been satisfied, or waived by Parent or Purchaser if permitted under the Merger Agreement, then, upon the Company's written request, Purchaser shall, and Parent shall cause Purchaser to, extend the Offer for one (1) or more occasions in consecutive increments of up to ten (10) business days each (or such longer period as may be agreed by the Company and Parent) in order to permit the satisfaction of such Offer Conditions; and
- Purchaser has agreed to extend the Offer for the minimum period required by applicable law, interpretation or position of the SEC or its staff or Nasdaq or its staff.

However, Purchaser is not required to extend the Offer beyond the earlier to occur of the valid termination of the Merger Agreement in compliance with its terms and the End Date (defined in the Merger Agreement as January 29, 2025, or March 1, 2025 in the event the End Date has been extended as provided in the Merger Agreement) (such earlier occurrence, the "Extension Deadline").

Upon any valid termination of the Merger Agreement, Purchaser will (and Parent will cause Purchaser to) promptly (and in any event within twenty-four (24) hours of such termination), irrevocably and unconditionally terminate the Offer, will not acquire any Shares pursuant to the Offer, and will cause the Depositary acting on behalf of Purchaser to return, in accordance with applicable Law, all tendered Shares to the registered holders thereof.

The Merger

The Merger Agreement provides that, following the consummation of the Offer and upon the terms and subject to the conditions of the Merger Agreement, and in accordance with Section 251(h) of the DGCL, Purchaser will be merged with and into the Company, the separate existence of Purchaser will cease and the Company will continue as the Surviving Corporation in the Merger. Accordingly, Parent, Purchaser and the Company have agreed to take all necessary action to cause the Merger to become effective as soon as practicable following the consummation of the Offer without a vote of the Company's stockholders in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger.

The certificate of incorporation of the Company shall be amended and restated in its entirety as of the Effective Time to read in its entirety as set forth on Exhibit A of the Merger Agreement, and, as so amended and restated, shall be the Certificate of Incorporation of the Surviving Corporation until, subject to Section 6.9(b) of the Merger Agreement, thereafter amended in accordance with its terms and as provided by applicable Law.

The bylaws of the Company shall be amended and restated as of the Effective Time to read as set forth on Exhibit B of the Merger Agreement, and, as so amended and restated, shall be the bylaws of the Surviving Corporation until, subject to Section 6.9(b) of the Merger Agreement, thereafter amended in accordance with their terms and as provided by applicable Law.

For six (6) years after the Effective Time, the Surviving Corporation will fulfill the obligations of the Company pursuant to any indemnification provision (including advancement of expenses) and any exculpating provision set forth in the certificate of incorporation or bylaws in effect as of the date of the Merger Agreement.

The obligations of the Company, Parent and Purchaser to complete the Merger are subject to the satisfaction or valid waiver of the following conditions prior to the Effective Time:

- there has not been issued any temporary restraining order, preliminary or permanent injunction or other Order preventing the consummation of the Merger issued by any Governmental Entity of competent and applicable jurisdiction that remains in effect, and there has not been any Law enacted that makes consummation of the Merger illegal; and
- Purchaser (or Parent on Purchaser's behalf) must have accepted for payment all Shares validly tendered (and not validly withdrawn) pursuant to the Offer.

Board of Directors and Officers

At the Effective Time, the directors of Purchaser immediately prior to the Effective Time shall be the directors of the Surviving Corporation and the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified in accordance with applicable Law or until their earlier death, resignation or removal.

Conversion of Capital Stock at the Effective Time

Each Share (other than Shares (i) held in the treasury of the Company, (ii) that at the commencement of the Offer were owned by Parent, Purchaser or any of their direct or indirect subsidiaries, (iii) irrevocably accepted for payment in the Offer (collectively, the "Excluded Shares") or (iv) held by a holder who is entitled to demand and properly exercises and perfects appraisal rights in accordance with Section 262 of the DGCL with respect to such Shares) will be automatically canceled and converted into the right to receive the Merger Consideration of $25.60 per Share in cash, without interest and subject to any applicable withholding of taxes.

Each share of Purchaser's common stock outstanding immediately prior to the Effective Time will be converted into one share of common stock of the Surviving Corporation.

At or prior to the Acceptance Time, Parent will deposit, or will cause to be deposited, with Computershare Trust Company, N.A. (the "Paying Agent"), cash in amounts sufficient to make the payment of the aggregate Offer Price. Prior to the Effective Time, Parent will deposit, or will cause to be deposited, with the Paying Agent cash amounts sufficient to enable the Paying Agent to make payments of the aggregate Merger Consideration to holders of Shares outstanding immediately prior to the Effective Time.

Treatment of Equity Awards

- *Company Options*. Immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each Company Option, whether vested or unvested, that is then outstanding and unexercised immediately prior to the Effective Time and has a per share exercise price that is less than the Merger Consideration will fully vest, and will be cancelled and automatically converted into the right to receive, for each Share underlying such Company Option, without interest and subject to deduction for any required withholding under applicable tax law, an amount in cash from Parent or the Surviving Corporation equal to the excess of the Merger Consideration over the per Share exercise price of such Company Option. In addition, each Company Option, whether vested or unvested, that is outstanding and unexercised and has a per share exercise price that is equal to or greater than the Merger Consideration will be cancelled as of the effective time of the Merger for no consideration.

- *Company RSUs*. Immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each Company RSU, whether vested or unvested, that is then outstanding will fully vest, and will be cancelled and automatically converted into the right to receive, for each Share underlying such Company RSU, without interest and subject to deduction for any required withholding under applicable tax law, an amount in cash from Parent or the Surviving Corporation equal to the Merger Consideration.
- *Company PSUs*. Immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each Company PSU, whether vested or unvested, that is then outstanding will fully vest and will be cancelled and automatically converted into the right to receive, for each Share underlying such Company PSU, without interest and subject to deduction for any required withholding under applicable tax law, an amount in cash from Parent or the Surviving Corporation equal to the Merger Consideration.

Company ESPP.

As soon as practicable, but in no event later than ten (10) business days following the date of the Merger Agreement, the Company will take all actions necessary pursuant to the terms of the Company ESPP to provide that (i) no additional Offering (as defined in the Company ESPP) will be commenced from the date of the Merger Agreement under the Company ESPP, (ii) each Offering (as defined in the Company ESPP) that would otherwise extend beyond the Effective Time will have an exercise date (as defined in the Company ESPP) that is no later than seven business days prior to the anticipated Effective Time, (iii) each Company ESPP participant's accumulated contributions under the Company ESPP will be used to purchase Shares in accordance with the Company ESPP, (iv) the applicable purchase price for Shares (as a percentage of the fair market value of Company Common Stock) will not be decreased below the levels set forth in the Company ESPP as of the date of the Merger Agreement, (v) no participant in the Company ESPP may increase his or her rate of payroll deductions or make separate non-payroll contributions to purchase Shares under the Company ESPP after the date of the Merger Agreement, (vi) only participants in the Company ESPP as of the date of the Merger Agreement may continue to participate in the Company ESPP after the date of the Merger Agreement, and (vii) the Company ESPP will terminate in its entirety as of the Effective Time and no further rights will be granted or exercised under the Company ESPP thereafter.

Representations and Warranties.

This summary of the Merger Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual information about Parent, Purchaser or the Company, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Offer or the Merger. The Merger Agreement contains representations and warranties that are the product of negotiations among the parties thereto and made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by confidential disclosure schedules delivered by the Company to Parent in connection with the Merger Agreement. The representations and warranties were negotiated with the principal purpose of allocating risk among the parties to the agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

In the Merger Agreement, the Company has made representations and warranties to Parent and Purchaser with respect to, among other things:

- corporate matters, such as due organization, organizational documents, good standing, qualification, power and authority;
- capitalization;
- authority relative to the Merger Agreement;

- required consents and approvals, and no violations of organizational documents, contracts or applicable law as a result of the Offer or Merger;
- SEC filings and financial statements;
- accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9;
- disclosure controls and internal controls over financial reporting;
- absence of certain changes and Company Material Adverse Effect from December 31, 2023 through the date of the Merger Agreement;
- title to tangible assets and leasehold interests;
- intellectual property;
- data privacy;
- material contracts;
- absence of undisclosed liabilities;
- compliance with legal requirements;
- regulatory matters;
- compliance with anti-corruption and anti-bribery laws;
- permits and licenses;
- tax matters;
- employees and employee benefit plans, including ERISA and certain related matters;
- labor matters;
- environmental matters;
- insurance;
- absence of litigation;
- state takeover statutes;
- opinion of the Company's financial advisor; and
- brokers' fees and expenses.

Some of the representations and warranties in the Merger Agreement made by the Company are qualified as to "materiality" or "Company Material Adverse Effect." A "Company Material Adverse Effect" means any event, change, effect, occurrence, circumstance or development ("Effect") which, individually or in the aggregate with all other Effects, has had or would reasonably be expected to have a material adverse effect on the business, assets, condition (financial or otherwise) or results of operations of the Company and its subsidiaries (together, the "Acquired Companies") taken as a whole or would reasonably be expected to prevent or materially delay the Company from consummating the Offer and the Merger. The definition of "Company Material Adverse Effect" excludes the following from constituting or being taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect:

(i) changes in the Company's stock price or trading volume (provided that the exception in this clause will not prevent or otherwise affect a determination that any Effect underlying such change has resulted in, or contributed to, a Company Material Adverse Effect);

(ii) any failure by the Company to meet, or changes to, published or internal estimates, projections, expectations, budgets, guidance, milestones, or forecasts of revenue, expenses, earnings or loss, cash burn-rate,

cash flow, cash position or any other financial or performance measures or operating statistics (whether made by the Company or any third parties) (provided that the exception in this clause will not prevent or otherwise affect a determination that any Effect underlying such failure or change has resulted in, or contributed to, a Company Material Adverse Effect);

(iii) any continued losses from operations or decreases in the cash balances of the Acquired Companies (provided that the exception in this clause will not prevent or otherwise affect a determination that any Effect underlying such loss or decrease has resulted in, or contributed to, a Company Material Adverse Effect);

(iv) conditions in the financial, credit, banking, capital or currency markets in the United States or any other country or region in the world, or changes therein, including (A) changes in interest rates in the United States or any other country and changes in exchange rates for the currencies of any countries, (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world, and (C) changes in the rate of increase or decrease of inflation;

(v) general conditions in any industry in which the Acquired Companies operate or in any specific jurisdiction or geographical area in the United States or elsewhere in the world, or changes therein;

(vi) political conditions in the United States (including a government shutdown) or any other country or region in the world, or changes therein;

(vii) acts of hostilities, war, sabotage, terrorism or military actions (including any outbreak, escalation or general worsening of any such acts of hostilities, war, sabotage, terrorism or military actions) in the United States or any other country or region in the world, including any acts of war or hostilities or sanctions imposed in connection with the current disputes involving the Russian Federation and Ukraine or Israel, Hamas, Lebanon, Syria, Iran and any other state or non-state actors involved;

(viii) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires, weather conditions, epidemics, pandemics (including COVID-19, any COVID-19 measures in response to COVID-19 and any precautionary or emergency measures, recommendations, protocols or Orders taken or issued by any person in response to COVID-19), quarantines, plagues, other outbreaks of illness or public health events or other natural or man-made disasters or acts of God in the United States or any other country or region in the world, or any escalation of the foregoing;

(ix) the negotiation, execution, announcement or performance of the Merger Agreement or the pendency or consummation of the Transactions, or the identity of Parent or any of its affiliates as the acquiror of the Company (or any facts and circumstances concerning Parent or any of its affiliates), including the impact of any of the foregoing on the relationships, contractual or otherwise, of the Acquired Companies with employees, customers, investors, contractors, lenders, suppliers, vendors, partners, licensors, licensees, payors, governmental entities or other third parties;

(x) any action taken by the Company at the written request of Parent or Purchaser, any action taken by the Company that is required by the Merger Agreement, or failure by the Company to take any action prohibited by the Merger Agreement; provided that, Parent's consent was sought in respect of such specific action and to the extent not consented to by Parent;

(xi) changes or proposed changes in Law or other legal or regulatory conditions (or the enforcement or interpretation of any of the foregoing), including the adoption, implementation, repeal, modification, reinterpretation or proposal of any Law or policy (or the enforcement or interpretation thereof) by any Governmental Entity, or any panel or advisory body empowered or appointed thereby or any Effect arising out of or resulting from the Inflation Reduction Act of 2022, or any changes or proposed changes to such Law;

(xii) changes or proposed changes in GAAP or other accounting standards (or the enforcement or interpretation of any of the foregoing);

(xiii) the availability or cost of equity, debt or other financing to Parent, Purchaser or the Surviving Corporation;

(xiv) any Transaction Litigation or any demand or Legal Proceeding (each as defined in the Merger Agreement) for appraisal of the fair value of any Shares pursuant to the DGCL in connection therewith; and

(xv) except to the extent of any fraud, wrongdoing or willful misconduct by the Company that is or has been the proximate cause of, or resulted in, such Effects, regulatory, preclinical or clinical, competitive, pricing, reimbursement or manufacturing Effects relating to or affecting any products or product candidates of the Company or any product or product candidate competitive with or related to any products or product candidates of the Company, including (A) any suspension, rejection, refusal of, request to refile or any delay in obtaining, making or maintaining any regulatory application, filing or approval relating to any products or product candidates of the Company, (B) any regulatory actions, requests, recommendations, determinations or decisions of any Governmental Entity relating to any products or product candidates of the Company or any product or product candidate competitive with or related to any products or product candidates of the Company (or the manufacture, commercialization or sale thereof), (C) any delay, hold or termination of any preclinical or clinical study, trial or test with respect to any products or product candidates of the Company, any delay, hold or termination of any planned application for marketing or pricing approval with respect to any products or product candidates of the Company, or any delay in launching commercial sales of any products or product candidates of the Company in any jurisdiction, (D) any results, outcomes, data, adverse events, side effects (including toxicity) or safety observations (including increased incidence or severity of any of the foregoing) related to or arising from any preclinical or clinical studies, trials or tests or otherwise with respect to any products or product candidates of the Company or any product or product candidate competitive with or related to any products or product candidates of the Company, or announcements of any of the foregoing, (E) approval by the FDA or another Governmental Entity, market entry or threatened market entry of any product or product candidate competitive with or related to any products or product candidates of the Company, (F) any adverse events affecting patient enrollment or failure to participate with respect to clinical trials for any products or product candidates of the Company, (G) any production or supply chain disruption affecting the manufacture of any products or product candidates of the Company, (H) any delay, hold or termination of approval with respect to the manufacture, processing, packing or testing of any products or product candidates of the Company or with respect to any manufacturing facilities, or (I) any recommendations, statements, decisions or other pronouncements made, published or proposed by professional medical organizations, payors, Governmental Entities or representatives of any of the foregoing, or any panel or advisory body empowered or appointed thereby, relating to any products or product candidates of the Company or any product or product candidate competitive with or related to any products or product candidates of the Company;;

(xvi) any computer hacking, data breaches, ransom-ware, cybercrime or cyberterrorism (including by a nation-state or nation state-sponsored threat actor) affecting or impacting the Acquired Companies; or

(xvii) any item or matter set forth in the disclosure schedules delivered by the Company with the Merger Agreement;

provided that, such Effects referred to in clauses (iv), (v), (vi), (vii), (viii), (xi) and (xii) may be taken into account to the extent that the Acquired Companies, taken as a whole, are materially disproportionally affected relative to other similarly-situated companies in the industry in which the Acquired Companies operate, in which case only the incremental materially disproportionate impact or impacts may be taken into account in determining whether or not there has been a Company Material Adverse Effect.

In the Merger Agreement, Parent and Purchaser have made representations and warranties to the Company with respect to:

- corporate matters, such as due organization, good standing, power and authority;
- absence of litigation;
- authority relative to the Merger Agreement;
- the formation and activities of Purchaser;
- required consents and approvals, and no violations of laws, governance documents or agreements;
- ownership of securities of the Company;
- sufficiency of funds to consummate the Offer and the Merger;
- compliance with legal requirements for purposes of the Offer documents;
- accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9;
- brokers' fees and expenses; and
- ownership of securities of Purchaser.

Some of the representations and warranties in the Merger Agreement made by Parent and Purchaser are qualified as to "materiality," the ability to consummate the transactions contemplated by the Merger Agreement or "Parent Material Adverse Effect." For purposes of the Merger Agreement, a "Parent Material Adverse Effect" means any Effect that, individually or taken together with all other Effects that have occurred prior to the date of determination of the occurrence of the Parent Material Adverse Effect, is or would be reasonably likely to prevent or materially delay the performance by Parent or Purchaser of any of their obligations under the Merger Agreement or the consummation of the Offer, the Merger or the other transactions contemplated by the Transaction Documents.

None of the representations and warranties of the parties to the Merger Agreement contained in the Merger Agreement or in any schedule, instrument or other document delivered pursuant to the Merger Agreement will survive the Effective Time.

Access to Information

From the date of the Merger Agreement until the earlier of the Acceptance Time and the termination of the Merger Agreement pursuant to its terms, upon reasonable advance written notice to the Company, the Company will provide Parent's representatives reasonable access, during normal business hours, to the Acquired Companies' books and records and, during such period, the Company shall furnish promptly to Parent all readily available information concerning its business as Parent may reasonably request in such manner as not to unreasonably interfere with the normal operation of the business of the Acquired Companies, and solely at Parent's expense. Nothing in the Merger Agreement will require the Acquired Companies to permit any inspection or other access, or to disclose any information to the extent: (i) such disclosure in the reasonable judgment of the Company could: (a) result in the disclosure of any trade secrets of third parties; (b) violate any obligation of the Acquired Companies with respect to confidentiality, non-disclosure or privacy; (c) jeopardize protections afforded to any of the Acquired Companies under the attorney-client privilege or the attorney work product doctrine; or (d) violate any Law; or (ii) such information is included in the minutes of the meetings of the Company Board or its committees and relates to the discussion by the Company Board or any applicable committee of the Transactions or any similar transaction between the Company and any other person (including any presentations or other materials prepared by or for the Company Board, whether in connection with a specific meeting, or otherwise relating to such subject matter); however, the Acquired Companies shall use reasonable best efforts to make appropriate substitute disclosure arrangements under circumstances in which such restrictions apply. With respect to the information disclosed pursuant to this paragraph, Parent will comply with, and will cause Parent's representatives to comply with, all obligations under the Confidentiality Agreement dated March 8, 2024, between the Company and Parent (the "Confidentiality Agreement").

Conduct of Business Pending the Merger

The Company has agreed that, during the period from the date of the Merger Agreement through the earlier of the Acceptance Time or the termination of the Merger Agreement, except for certain exceptions as set forth in the Merger Agreement, the Company will, and will cause its subsidiaries to, use commercially reasonable efforts to conduct its business in the ordinary course in all material respects except, among others, as consented to in writing by Parent (which consent may not be unreasonably withheld, delayed or conditioned, except as provided in the Merger Agreement), as required by the Merger Agreement or required by applicable legal requirements, as required by the rules or regulations of Nasdaq, and for any action required to be taken, reasonably taken or not taken pursuant to any COVID-19 Measures (as defined in the Merger Agreement) as are reasonably necessary to address and adapt to COVID-19 and any COVID-19 Measures.

In addition, without Parent's written consent (which cannot be unreasonably withheld in certain cases), the Company will not, and will cause each of its Acquired Companies not to, among other things and subject to specified exceptions (including specified ordinary course exceptions):

- amend the Company certificate of incorporation or the Company bylaws, or amend any other organizational documents of the Acquired Companies;
- establish a record date for, declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, any capital stock of any Acquired Company, other than dividends and distributions by a direct or indirect wholly owned subsidiary of the Company to its parent;
- split, combine or reclassify any capital stock of the Acquired Companies;
- purchase, redeem or otherwise acquire any Company securities, except as required pursuant to the terms of the Company Warrants, Company Compensatory Awards (as defined in the Merger Agreement) or Company ESPP or for the net settlement of Company Warrants or Company Compensatory Awards or acquisitions of Shares by the Company, in each case, in satisfaction by holders of Company Warrants or Company Compensatory Awards of the applicable exercise price or withholding taxes;
- issue, deliver, sell, grant, pledge, transfer, subject to any Encumbrance (other than Permitted Encumbrances) (as each is defined in the Merger Agreement) or transfer restrictions arising under applicable Law) or dispose of any Company securities, other than (i) grants of Company Compensatory Awards made in the ordinary course of business in connection with new hires, performance recognition and/or promotions up to a specified aggregate amount, (ii) the issuance of Shares upon the exercise of Company Warrants that are outstanding on the date of the Merger Agreement, in accordance with the terms of the Company Warrants as in effect on the date of the Merger Agreement, (iii) the issuance of Shares upon the exercise or settlement of Company Compensatory Awards that are outstanding on the date of the Merger Agreement or granted after the date of the Merger Agreement not in violation of the Merger Agreement, in accordance with the terms of such Company Compensatory Award, or (iv) subject to the terms of the Merger Agreement, the issuance of Shares in accordance with the Company ESPP, or amend any term of any security of the Acquired Companies;
- adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization, each with respect to the Acquired Companies;
- increase the salary, wages, benefits, bonuses or other compensation payable or to become payable to the Company's current or former directors, officers or employees (at the level of direct report to Vice President or higher), except for (i) increases required to be made pursuant to the terms of Company Benefit Plans (as defined in the Merger Agreement) in effect as of the date of the Merger Agreement or entered into, modified or amended not in violation of the Merger Agreement, or (ii) increases made in the ordinary course of business, including annual and mid-cycle merit and market adjustment increases in salary and target bonus opportunities for employees, enter into any employment, consulting, change

in control, severance or similar agreement with the Company's employees (at the level of direct report to Vice President or higher), hire any employee (at the level of direct report to Vice President or higher) (other than to fill vacancies), terminate the employment of any employee (at the level of direct report to Vice President or higher) other than for cause, or enter into, modify, or terminate any Collective Bargaining Agreement (as defined in the Merger Agreement);

- adopt, terminate or materially amend any material Company Benefit Plan, except (i) as required under the terms of any Company Benefit Plan as in effect on the date of the Merger Agreement or adopted, amended or modified not in violation of the Merger Agreement, (ii) for changes made in the ordinary course of business that do not materially increase the costs related to a Company Benefit Plan, or (iii) for annual renewals undertaken in the ordinary course of business;
- acquire any business, assets or capital stock of any person or division thereof, whether in whole or in part (and whether by purchase of stock, purchase of assets, merger, consolidation or otherwise) other than one or more acquisitions in the ordinary course of business that, individually or in the aggregate, involve a purchase price of not more than $2,000,000 individually or $4,000,000 in the aggregate;
- sell, lease, license, pledge, transfer, subject to any Encumbrance, or otherwise dispose of any material Company Intellectual Property (as defined in the Merger Agreement), material assets or material properties except (i) pursuant to contracts or commitments existing as of the date hereof, (ii) non-exclusive licenses of intellectual property assets to customers, contractors, partners, academic partners or suppliers in the ordinary course of business consistent with past practices, (iii) sales of QINLOCK in the ordinary course of business, (iv) sales of inventory or used equipment in the ordinary course of business consistent with past practices, or (v) Permitted Encumbrances;
- change any of the accounting methods used by the Company materially affecting its assets, liabilities or business, except for such changes that are required by the United States generally accepted accounting principles ("GAAP") or Regulation S-X promulgated under the Exchange Act or as otherwise specifically disclosed in the Company SEC documents filed with or furnished to the SEC prior to the date of the Merger Agreement;
- except for intercompany loans between the Company and any of its wholly owned subsidiaries or between any wholly owned Subsidiaries of the Company, incur or assume any indebtedness for borrowed money (other than short term borrowings incurred in the ordinary course of business), or assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for indebtedness for borrowed money of any other person (other than any Acquired Company);
- except in the ordinary course of business, enter into, modify in any material respect, amend in any material respect or voluntarily terminate any material contract;
- incur any capital expenditures in an amount in excess of $4,000,000 in the aggregate;
- except as is otherwise required by law or GAAP (i) make or change any material tax election, (ii) change any annual tax accounting period that has a material effect on taxes, (iii) change any material method of tax accounting that has a material effect on taxes, (iv) enter into any closing agreement with respect to material taxes, (v) file any material amended tax return, (vi) settle or surrender any material tax claim, audit or assessment or surrender any right to claim a tax refund, offset or other reduction in tax liability, (vii) waive or extend the statute of limitations with respect to any material tax or material tax return or (viii) take any other similar action outside of the ordinary course of business relating to the filing of any tax return or the payment of any tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would reasonably be expected to have the effect of materially increasing the tax liability of an Acquired Company for any period ending after the Closing date or materially decreasing any tax attribute of any Acquired Company existing on the Closing date;

- settle any Legal Proceeding other than a settlement solely for monetary damages of no more than $2,000,000 individually or $4,000,000 in the aggregate, excluding monetary obligations that are funded by an indemnity obligation to, or an insurance policy of, the Acquired Companies;
- commence preclinical or clinical development, study, trial or test with respect to any products or product candidates that is not a product or product candidate of the Company as of the date of the Merger Agreement; or
- authorize, commit or agree to take any of the foregoing actions.

Filings, Consents and Approvals

Each of the Company, Parent and Purchaser will (and their respective affiliates, if applicable will): (i) promptly, but in no event later than the date that is seven business days after the date of the Merger Agreement, make and effect all filings required to be made or effected by it or otherwise advisable pursuant to the HSR Act, (ii) use commercially reasonable efforts to obtain all other consents and approvals required from third parties in connection with the transactions; and (iii) use reasonable best efforts to promptly take or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary or advisable under applicable Law to consummate the Transactions as practicable after the date hereof and in no event later than January 29, 2025 (or March 1, 2025 in the event there is an extension as provided in the Merger Agreement); provided, however, that in no event will the Company be required to pay, prior to the Effective Time, any fee, penalty or other consideration to any person for any consent or approval required for the consummation of any of the Transactions. Notwithstanding the foregoing, nothing in the Merger Agreement will require Parent or any affiliate of Parent to (i) propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of any asset or business of Parent or any affiliate of Parent (including the Acquired Companies) or (ii) otherwise take any action that limits the freedom of action with respect to, or its ability to retain any of the businesses, product lines or assets of parent or any affiliate of Parent (including the Acquired Companies), in the case of each of clauses (i) and (ii), in a manner that would, individually or in the aggregate, materially impair the anticipated benefits of the Transactions, taken as a whole, to Parent (it being understood that the foregoing shall take into consideration, but not be limited to, any potential impairment to Parent and its subsidiaries if such action would be taken). Nothing in the Merger Agreement requires any of the Acquired Companies to enter into any agreement or consent decree with any Governmental Entity that is not conditioned upon the Closing.

Without limiting the generality of anything contained in Section 6.3(a) of the Merger Agreement, subject to applicable Law, each of Company, Parent and Purchaser will use reasonable best efforts to: (i) give the other parties prompt written notice of the making or commencement of any request, inquiry, investigation, action or legal proceeding by or before any Governmental Entity with respect to the Offer or the Merger or any of the other Transactions; (ii) keep the other parties informed as to the status of any such request, inquiry, investigation, action or legal proceeding; and (iii) promptly inform the other parties of any communication to or from the U.S. Federal Trade Commission, the U.S. Department of Justice or any other Governmental Entity regarding the Offer or the Merger. Each party to the Merger Agreement will consult and cooperate with the other parties and will consider in good faith the views of the other parties in connection with any analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with any such request, inquiry, investigation, action or Legal Proceeding. In addition, except as may be prohibited by any Governmental Entity or by any Law, in connection with any such request, inquiry, investigation, action or Legal Proceeding, each of Company, Parent and Purchaser hereto will permit authorized representatives of the other parties to be present at each meeting or conference relating to such request, inquiry, investigation, action or Legal Proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation, action or Legal Proceeding.

Subject to Section 6.3(a) of the Merger Agreement, in the event that any litigation or other administrative or judicial action or Legal Proceeding is commenced challenging the Offer or the Merger or any of the other Transactions and such litigation, action or Legal Proceeding seeks, or would reasonably be expected to seek, to prevent the consummation of the Offer or the Merger or the other Transactions, Parent and Purchaser will take

any and all action to promptly resolve any such litigation, action or legal proceeding and each of the Company, Parent and Purchaser will cooperate with each other and use its respective best efforts to contest any such litigation, action or legal proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Offer or the Merger or the other Transactions.

Neither Parent nor Purchaser will, nor will they permit their respective subsidiaries or affiliates to, acquire or agree to acquire any rights, interests, assets, business, Person or division thereof (through acquisition, license, joint venture, collaboration or otherwise)) or take any other actions, if such acquisition or action would reasonably be expected to (i) prevent, materially delay or materially impede the obtaining of, or adversely affect in any material respect the ability of Parent and its affiliates to procure, any clearances, approvals, waivers, actions, non-actions, authorizations, consents, orders, or declarations or approvals of any Governmental Entity or the expiration or termination of any applicable waiting period necessary to consummate the Offer, the Merger or the other Transactions by the January 29, 2025 (or as late as March 1, 2025 in the event there is an extension as provided in the Merger Agreement), (ii) materially increase the risk of any Governmental Entity entering an Order prohibiting the consummation of the Offer, the Merger or the other Transactions, or (iii) cause Parent, Purchaser or the Company to be required to obtain any additional clearances, consents, approvals, waivers, waiting period expirations or terminations, non-actions or other authorizations under any Laws with respect to the Offer, the Merger or the other Transactions.

Each of the Company, Parent and Purchaser (and their respective affiliates, if applicable) have mutually determined that they will not submit a filing or declaration to the Committee on Foreign Investment in the United States ("CFIUS") under Section 721 of the United States Defense Production Act of 1950, as amended, and implementing regulations at 31 C.F.R. Part 800, 31 C.F.R. Part 801, and 31 C.F.R. Part 802, as amended, based on their mutual agreement that no such filing or declaration is necessary with respect to the Transactions. In the event that CFIUS directs the Company, Parent or Purchaser (or their respective affiliates, if applicable) to submit a filing, the Company, Parent and Purchaser (and their respective affiliates, if applicable) agree to, as promptly as practicable, supply any additional information and documentary material that may be requested by CFIUS in the form of a formal filing and any subsequent requests for information, and to take all other reasonably necessary, proper or advisable steps to obtain expeditious conclusion of such CFIUS review process.

Employee Matters

For a period of not less than twelve (12) months after the Closing Date, Parent will, or will cause the Surviving Corporation to, provide to each employee of the Acquired Companies who is employed as of immediately prior to the Effective Time (each, a "Continuing Employee") with (i) (A) base salary or base hourly wage rate (as applicable), (B) cash incentive compensation opportunity (including bonuses and commissions), and (C) equity incentive compensation (it being agreed that Parent or the Surviving Corporation, in its discretion, may provide such compensation in the form of cash in lieu of equity), in each case in an amount at least equal to the level that was provided to each such Continuing Employee as of immediately prior to the Effective Time, (ii) employee benefits (excluding equity compensation, defined benefit pension, deferred compensation, and post-retirement health and welfare benefits) that are substantially similar in the aggregate to those provided to each such Continuing Employee as of immediately prior to the Effective Time, and (iii) severance and outplacement benefits for employees below the level of Vice President equal to the benefits provided under the severance policy of the Acquired Companies.

From and after the Effective Time, Parent will, or will cause the Surviving Corporation to, ensure that, each Continuing Employee receives full credit (for all purposes, including eligibility to participate, vesting, benefit accrual, vacation entitlement and severance benefits) for service with the Acquired Companies (or predecessor employers to the extent the Company provides such past service credit) under the comparable employee benefit plans, programs and policies of Parent or the Surviving Corporation, as applicable, in which such employees become participants; provided, however, that the foregoing will not apply with respect to benefit accrual under

any defined benefit pension plan or to the extent that its application would result in a duplication of benefits. As of the Effective Time, Parent will, or will cause the Surviving Corporation to, credit to Continuing Employees the amount of vacation time that such employees had accrued under any applicable Company Benefit Plan as of the Effective Time, which will not be subject to accrual limits or forfeiture.

From and after the Effective Time, with respect to each benefit plan maintained by Parent or the Surviving Corporation that is an "employee welfare benefit plan" as defined in Section 3(1) of ERISA (each, a "Parent Welfare Plan") in which any Continuing Employee is or becomes eligible to participate, Parent will use commercially reasonable efforts to cause each such Parent Welfare Plan to (i) waive all limitations as to pre-existing conditions, waiting periods, required physical examinations and exclusions with respect to participation and coverage requirements applicable under such Parent Welfare Plan for such Continuing Employees and their eligible dependents to the same extent that such pre-existing conditions, waiting periods, required physical examinations and exclusions would not have applied or would have been waived under the corresponding Company Benefit Plan in which such Continuing Employee was a participant immediately prior to his or her commencement of participation in such Parent Welfare Plan but, with respect to long-term disability and life insurance benefits and coverage, solely to the extent permitted under the terms and conditions of Parent's applicable insurance contracts in effect as of the Effective Time; provided, however, that for purposes of clarity, to the extent such benefit coverage includes eligibility conditions based on periods of employment, Section 6.7(b) of the Merger Agreement will control; and (ii) provide each Continuing Employee and their eligible dependents with credit for any co-payments and deductibles paid in the calendar year that, and prior to the date that, such Continuing Employee commences participation in such Parent Welfare Plan in satisfying any applicable co-payment or deductible requirements under such Parent Welfare Plan for the applicable calendar year, to the extent that such expenses were recognized for such purposes under the comparable Company Benefit Plan.

The Surviving Corporation will, and Parent will cause the Surviving Corporation to, honor in accordance with their terms all severance, change in control and separation pay plans, agreements and arrangements, and all written employment, severance, retention, incentive, change in control and termination agreements (including any change in control provisions therein) applicable to employees of the Acquired Companies. Parent has acknowledged that the consummation of the Offer constitutes a "change of control", a "change in control" or a "sale event" (or a term of similar import) for purposes of any Company Benefit Plan that contains a definition of "change of control", a "change in control" or a "sale event" (or a term of similar import), as applicable.

Nothing in the Merger Agreement is intended nor will be construed to (i) be treated as an amendment to any particular Company Benefit Plan, (ii) prevent Parent from amending or terminating any of its benefit plans in accordance with their terms, (iii) create a right in any employee to employment with Parent, the Surviving Corporation or any Acquired Company, or (iv) create any third-party beneficiary rights in any person with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Continuing Employee by Parent, the Surviving Corporation or any Acquired Company or under any benefit plan which Parent, any Acquired Company or the Surviving Corporation may maintain.

Directors' and Officers' Indemnification and Insurance

Parent has agreed that for six (6) years after the Effective Time, Parent will and will cause the Surviving Corporation to, maintain directors' and officers' liability insurance, fiduciary liability insurance and employment practices liability insurance in respect of any acts, errors, omissions, facts or events occurring on or before the Effective Time, including in respect of the Merger Agreement and the Transactions, covering each such person currently covered by the Company's directors' and officers' liability insurance, fiduciary liability insurance and employment liability insurance policies on terms with respect to coverage and amount no less favorable than those of such policies in effect on the date of the Merger Agreement; provided that neither Parent nor the Surviving Corporation will be obligated to pay annual premiums in excess of 350% ("Current Premium") of the annual premium most recently paid by the Company prior to the date of the Merger Agreement for such insurance, and if such premiums for such insurance would at any time exceed 350% of the Current Premium,

then Parent will, and will cause the Surviving Corporation to, maintain policies of insurance that, in Parent's and the Surviving Corporation's good faith judgment, provide the maximum coverage available at an annual premium equal to 350% of the Current Premium. The provisions of the immediately preceding sentence will be deemed to have been satisfied if prepaid "tail" or "runoff" policies have been obtained by the Company in its discretion, in consultation with Parent, prior to the Effective Time, which policies provide such persons currently covered by such policies with coverage for an aggregate period of six (6) years from and after the Effective Time with respect to claims arising from any acts, errors, omissions, facts or events that occurred on or before the Effective Time (including matters that continue after the Effective Time that are interrelated to claims arising on or before the Effective Time), including in respect of the Merger Agreement and the Transactions; provided, however, that the amount paid for such prepaid policies does not exceed 350% of the Current Premium. If any prepaid policies are obtained prior to the Effective Time, the Surviving Corporation will (and Parent will cause the Surviving Corporation to) maintain any and all such policies in full force and effect for their full term, and continue to honor the obligations under such policies.

In addition, for six (6) years after the Effective Time, each of Parent and the Surviving Corporation will (i) indemnify and hold harmless each individual who at the Effective Time is, or at any time prior to the Effective Time was, a director or officer of the Company or of a subsidiary of the Company (each an "Indemnified Party") for any and all costs and expenses (including fees and expenses of legal counsel, which will be advanced as they are incurred), judgments, damages, losses, fines, penalties or liabilities (including amounts paid in settlement or compromise) imposed upon or reasonably incurred by such Indemnified Party in connection with or arising out of any demand, action, suit or other Legal Proceeding (whether civil, administrative, investigative or criminal) in which such Indemnified Party may be involved or with which he or she may be threatened (regardless of whether as a named party or as a participant other than as a named party, including as a witness and regardless of whether such Legal Proceeding is brought before, at or after the Effective Time) (an "Indemnified Party Proceeding") (A) by reason of such Indemnified Party's being or having been such director, officer, employee, agent or representative of the Company or any subsidiary of the Company or otherwise in connection with any action taken or not taken at the request of the Company or any subsidiary of the Company or (B) arising out of such Indemnified Party's service in connection with any other corporation or organization for which he or she serves or has served as a director, officer, employee, agent, trustee or fiduciary at the request of the Company (including in any capacity with respect to any employee benefit plan), in each of (A) or (B), whether or not the Indemnified Party continues in such position at the time such Indemnified Party Proceeding is brought or threatened (including any Indemnified Party Proceeding relating in whole or in part to the Merger Agreement or the Transactions or relating to the enforcement of Section 6.9 of the Merger Agreement or any other indemnification or advancement right of any Indemnified Party), to the fullest extent permitted under applicable Law; and (ii) fulfill and honor in all respects the obligations of the Company pursuant to: (x) each indemnification agreement in effect as of the date of the Merger Agreement between any Acquired Company and any Indemnified Party; and (y) any indemnification provision (including advancement of expenses) and any exculpation provision set forth in the Company Certificate of Incorporation or Company bylaws as in effect as of immediately prior to the Acceptance Time. The Surviving Corporation's obligations under the foregoing clauses (i) and (ii) will continue in full force and effect for a period of six (6) years from the Effective Time; provided, however, that all rights to indemnification, exculpation and advancement of expenses in respect of any claim asserted or made within such period will continue until the final disposition of such claim. If Parent or the Surviving Corporation fails to comply with its obligations and an Indemnified Party commences a suit which results in a determination that Parent or the Surviving Corporation failed to comply with such obligation, Parent shall pay such Indemnified Party his or her costs and expenses (including reasonable fees and expenses of legal counsel) in connection with such suit, together with interest thereon at the "prime rate" as published in The Wall Street Journal, Eastern Edition, in effect on the date such payment was required to be made through the date of payment (calculated daily on the basis of a year of 365 days and the actual number of days elapsed, without compounding).

Section 16 Matters

Prior to the Effective Time, the Company will take all steps as may be reasonably necessary to cause the transactions contemplated by the Merger Agreement, including any dispositions of Shares (or any Company Compensatory Award or other derivative security) by each person who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company and to cause such dispositions to be exempt under Rule 16b-3 under the Exchange Act.

Transaction Litigation

The Company will promptly as reasonably practicable notify Parent in writing of, and will give Parent the opportunity to participate in the defense and settlement of, any claim, demand or Legal Proceeding (including any class action or derivative litigation) asserted, commenced or threatened by, on behalf of or in the name of, against or otherwise involving the Company, the Company Board, any committee thereof and/or any of the Company's directors or officers relating directly or indirectly to the Merger Agreement, the Offer, the Merger or any of the Transactions (including any such claim or Legal Proceeding based on allegations that the Company's entry into the Merger Agreement or the terms and conditions of the Merger Agreement or any of the Transactions constituted a breach of the fiduciary duties of any member of the Company Board or any officer of the Company), or alleging or asserting any misrepresentation or omission in the Offer Documents or Schedule 14D-9 or any other related SEC filings by the Company ("Transaction Litigation"). In addition, the Company will keep Parent informed regarding such Transaction Litigation; provided, however, that the Company shall control such defense and the Merger Agreement shall not give Parent the right to direct such defense. The Company will keep Parent reasonably apprised of the proposed strategy and other significant decisions with respect to any Transaction Litigation (to the extent that the attorney-client privilege is not undermined or otherwise adversely affected), and Parent may offer comments or suggestions with respect to such Transaction Litigation which the Company will consider in good faith. No Acquired Company will settle or offer, compromise or agree to settle or compromise, or take any other action to settle, compromise or moot, any Transaction Litigation without Parent's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Without otherwise limiting the Indemnified Parties' rights with regard to the right to counsel, following the Effective Time, the Indemnified Parties will be entitled to continue to retain Goodwin Procter LLP or such other counsel selected by such Indemnified Parties to defend any Transaction Litigation.

Parent's Obligations

Parent will cause Purchaser to comply in all respects with each of the representations, warranties, covenants, obligations, agreements and undertakings made or required to be performed by Purchaser in accordance with the terms of the Merger Agreement, the Offer, the Merger, and the other Transactions. As a material inducement to the Company's willingness to enter into the Merger Agreement and perform its obligations under the Merger Agreement, Parent unconditionally guarantees full performance and payment by Purchaser of each of the covenants, obligations and undertakings required to be performed by Purchaser under the Merger Agreement and the Transactions, subject to all terms, conditions and limitations contained in the Merger Agreement. Parent represented, acknowledged and agreed that any such breach of any such representation and warranty or default in the performance of any such covenant, obligation, agreement or undertaking of Purchaser will also be deemed to be a breach or default of Parent, and the Company will have the right to pursue any and all available remedies it may have arising out of any such breach or nonperformance directly against either or both of Parent and Purchaser in the first instance.

Stock Exchange Delisting and Deregistration

The Surviving Corporation will cause the Company Common Stock to be de-listed from Nasdaq and de-registered under the Exchange Act as promptly as practicable following the Effective Time. Prior to the Effective Time, the Company will cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable laws and rules and policies of Nasdaq to enable the delisting by the Surviving Corporation of the Shares from Nasdaq and the deregistration of the Shares under the Exchange Act.

No Solicitation.

The Company will not, and will cause its subsidiaries not to, and will not authorize its representatives to:

(i) solicit, initiate, or knowingly encourage the submission or announcement of any Acquisition Proposal (as defined below) or Acquisition Inquiry (as defined below);

(ii) furnish any non-public information regarding the Company to any person for the purpose of encouraging, or in response to, an Acquisition Proposal or Acquisition Inquiry;

(iii) engage in discussions or negotiations with any person with respect to any Acquisition Proposal or Acquisition Inquiry; or

(iv) waive or release any Person from, forebear in the enforcement of, or amend any standstill agreement or any standstill provisions of any other contract, unless the Company Board (or a committee thereof) determines in good faith, after consultation with the Company's outside legal counsel, that the failure to take such action would be inconsistent with the Company Board's fiduciary obligations to the Company's stockholders under applicable law.

Notwithstanding anything to the contrary contained in the Merger Agreement, the Company and its subsidiaries and representatives may engage in any such discussions or negotiations and provide any such information in response to an unsolicited *bona fide* written Acquisition Proposal (that did not result from a breach of Section 6.2 of the Merger Agreement) if:

(A) prior to providing any non-public information regarding the Company to any third party in response to an Acquisition Proposal, the Company enters into (or there is then in effect) an Acceptable Confidentiality Agreement (as defined below) with a third party; and

(B) the Company Board (or a committee thereof) determines in good faith, after consultation with the Company's outside legal counsel and financial advisor, that such Acquisition Proposal either constitutes a Superior Proposal (as defined below) or could reasonably be expected to lead to a Superior Proposal.

Except to the extent that the Company is prohibited from giving Parent such notice by any confidentiality agreement in effect as of the date of the Merger Agreement, if the Company receives an Acquisition Proposal after the date of the Merger Agreement, then the Company shall promptly (and in no event later than twenty-four (24) hours after receipt of such Acquisition Proposal) notify Parent in writing of such Acquisition Proposal (including the material terms and conditions thereof), and shall keep Parent reasonably informed of any material change to the terms of such Acquisition Proposal (and in no event later than twenty-four (24) hours after such material change to the terms of such Acquisition Proposal).

"Acceptable Confidentiality Agreement" means a confidentiality agreement containing confidentiality and non-use terms not materially less restrictive to the counterparty thereto than the terms of the Confidentiality Agreement (it being agreed that such confidentiality agreement need not prohibit the making of an Acquisition Proposal or otherwise contain any standstill or similar provision) and does not prohibit any Acquired Company from providing any information to Parent in accordance with Section 6.2 of the Merger Agreement. A person who has previously entered into a confidentiality agreement with the Company shall not be required to enter into a new or revised confidentiality agreement, and such existing confidentiality agreement shall be deemed to be an Acceptable Confidentiality Agreement for all purposes of the Merger Agreement to the extent such existing confidentiality agreement would otherwise satisfy this definition.

"Acquisition Inquiry" means an inquiry, indication of interest or request for information from a third party that would reasonably be expected to result in an Acquisition Proposal.

"Acquisition Proposal" means any proposal or offer from a third party relating to (i) the acquisition of twenty percent (20%) or more of the Shares by any third party, (ii) any merger, consolidation, business

combination, reorganization, sale of assets, recapitalization, liquidation, dissolution or other similar transaction that would result in any third party acquiring assets (including capital stock of or interest in any subsidiary of the Company) representing, directly or indirectly, twenty percent (20%) or more of the fair market assets of the Acquired Companies, taken as a whole, or to which 20% of the Company's revenues are attributable, (iii) any tender offer or exchange offer, as such terms are defined under the Exchange Act, that, if consummated, would result in any third party beneficially owning twenty percent (20%) or more of the outstanding Shares (or instruments convertible into or exchangeable for twenty percent (20%) or more of such outstanding shares), (iv) any merger, consolidation, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Company that, if consummated, would result in the stockholders of the Company immediately preceding such transaction holding, directly or indirectly, equity interests in the surviving or resulting entity of such transaction representing less than eighty percent (80%) of the voting power of the surviving or resulting entity, or (v) any combination of the foregoing.

"Superior Proposal" means a *bona fide* written Acquisition Proposal (with all of the references to "20%" and "80%" included in the definition of Acquisition Proposal being replaced with references to "50%") by a third party that the Company Board (or a committee thereof) determines in good faith, after consultation with the Company's financial advisor and outside legal counsel, and taking into consideration, among other things, any legal, financial, regulatory, certainty of closing and other aspects of such Acquisition Proposal and the Merger Agreement that the Company Board (or a committee thereof) deems relevant (in each case taking into account any revisions to the Merger Agreement made in writing by Parent prior to the time of determination pursuant to Section 2.3(d) of the Merger Agreement), would result in a transaction more favorable to the holders of Shares than the Transactions.

Nothing in the Merger Agreement will prohibit the Company, the Company Board (or any committee thereof) or their representatives from (i) taking and disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act or making a statement contemplated by Item 1012(a) of Regulation M-A or Rule 14d-9(f) promulgated under the Exchange Act, or from issuing a customary "stop, look and listen" statement pending disclosure of its position thereunder (or any substantially similar communication) and no such disclosure shall, taken by itself, be deemed to be a Change in Recommendation (as defined below)); (ii) disclosing to the Company's stockholders any factual information regarding the business, financial condition or results of operations of the Company or the fact that an Acquisition Proposal has been made, the identity of the party making such Acquisition Proposal or the material terms of such Acquisition Proposal (and no such disclosure shall, taken by itself, be deemed to be a Change in Recommendation); or (iii) communicating with any Person (or the representatives of such Person) that makes any Acquisition Proposal or Acquisition Inquiry to the extent necessary to direct such person to the provisions of Section 6.2 of the Merger Agreement and/or to clarify and understand the terms and conditions of an Acquisition Proposal made by such person.

Change in Recommendation

As described above, and subject to the provisions described below, the Company Board has determined to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser in the Offer. The foregoing recommendation is referred to herein as the "Company Board Recommendation." The Company Board also agreed to include the Company Board Recommendation with respect to the Offer in the Schedule 14D-9 and has permitted Parent to refer to such recommendation in this Offer to Purchase and documents related to the Offer.

Except as described below, neither the Company Board nor any committee thereof may:

(i) withdraw, modify, amend or qualify, in a manner adverse to Parent and Purchaser, the Company Board Recommendation; or

(ii) approve, adopt or recommend to the Company's stockholders any Acquisition Proposal (any action described in clause (i) or clause (ii) being referred to as a "Change in Recommendation"); or

(iii) cause the Company to enter into any contract (other than an Acceptable Confidentiality Agreement) contemplating an Acquisition Proposal (any such contract, an "Alternative Acquisition Agreement").

Notwithstanding anything to the contrary in the Merger Agreement, at any time prior to the Acceptance Time, the Company Board may make a Change in Recommendation in response to an Acquisition Proposal and/or cause the Company to enter into an Alternative Acquisition Agreement contemplating an Acquisition Proposal, in each case if:

(i) the Acquisition Proposal did not result from a material breach of Section 6.2(a) of the Merger Agreement;

(ii) the Company Board (or a committee thereof) determines in good faith, after consultation with the Company's outside legal counsel and financial advisor, that such Acquisition Proposal would constitute a Superior Proposal and, after consultation with the Company's outside legal counsel, that in light of such Acquisition Proposal, a failure to make a Change in Recommendation and/or to cause the Company to enter into such Alternative Acquisition Agreement would be inconsistent with the Company Board's fiduciary obligations to the Company's stockholders under applicable Law;

(iii) the Company delivers to Parent a written notice (the "Superior Proposal Notice") stating that the Company Board intends to take such action (and in the event the Company Board contemplates causing the Company to enter into an Alternative Acquisition Agreement, include a summary of the material terms and conditions of such Alternative Acquisition Agreement);

(iv) during the four business day period commencing on the date of Parent's receipt of such Superior Proposal Notice, the Company will make its representatives reasonably available for the purpose of engaging in negotiations with Parent (to the extent Parent desires to negotiate) regarding a possible amendment of the Merger Agreement or the Offer or a possible alternative transaction so that the Acquisition Proposal that is the subject of the Superior Proposal Notice ceases to be a Superior Proposal;

(v) after the expiration of the negotiation period described in clause (iv) above, the Company Board (or a committee thereof) shall have determined in good faith, after taking into account any amendments or adjustments to the Merger Agreement and the Offer that Parent and Purchaser have irrevocably agreed in writing to make as a result of the negotiations contemplated by clause (iv) above, that (1) after consultation with the Company's outside legal counsel and financial advisor, such Acquisition Proposal continues to constitute a Superior Proposal, and (2) after consultation with the Company's outside legal counsel, the failure to make a Change in Recommendation and/or enter into such Alternative Acquisition Agreement would be inconsistent with the Company Board's fiduciary obligations to the Company's stockholders under applicable Law; and

(vi) if the Company enters into an Alternative Acquisition Agreement concerning such Superior Proposal, the Company terminates the Merger Agreement in accordance with the procedures set forth in the Merger Agreement.

These requirements above also apply to any material amendment to any Acquisition Proposal and require an additional Superior Proposal Notice, except that the references above to four business days will be deemed to be three business days.

The issuance of any customary "stop, look and listen" communication by or on behalf of the Company pursuant to Rule 14d-9(f) will not be considered a Change in Recommendation and will not require the Company to give a Superior Proposal Notice or comply with the foregoing provisions.

Other than in connection with an Acquisition Proposal, at any time prior to the Acceptance Time, the Company Board may make a Change in Recommendation in response to any Effect affecting the Company that does not

relate to any Acquisition Proposal and was not known by the Company Board prior to the date of the Merger Agreement (or if known, the consequences of which were not known) (any such Effect unrelated to an Acquisition Proposal being referred to as an "Intervening Event") if:

(i) the Company Board (or a committee thereof) determines in good faith, after consultation with the Company's outside legal counsel, that, in light of such Intervening Event, a failure to effect a Change in Recommendation would be inconsistent with the Company Board's fiduciary obligations to the Company's stockholders under applicable Law;

(ii) such Change in Recommendation is not effected prior to the fourth business day after Parent receives written notice from the Company confirming that the Company Board intends to effect such Change in Recommendation;

(iii) during the abovementioned four business day period, if requested by Parent, the Company engages in good faith negotiations with Parent to amend or adjust the Merger Agreement or the Offer or enter into an alternative transaction; and

(iv) at the end of such four business day period, the Company Board (or a committee thereof) determines in good faith, after consultation with its outside legal counsel and after taking into account any amendments or adjustments to the Merger Agreement and the Offer that Parent and Purchaser have irrevocably agreed in writing to make as a result of the negotiations contemplated by clause (iii) above, that, in light of such Intervening Event, a failure to effect a Change in Recommendation would be inconsistent with the Company Board's fiduciary obligations to the Company's stockholders under applicable Law.

Termination

The Merger Agreement may be terminated and the Offer and the Merger may be abandoned as follows:

(i) at any time prior to the Acceptance Time, by mutual written agreement of Parent and the Company;

(ii) by either Parent or the Company, upon written notice to the other party, at any time after January 29, 2025 (as such date may be extended pursuant to the following proviso, the "End Date") if the Acceptance Time shall not have occurred on or before the End Date; provided that the End Date shall automatically be extended to March 1, 2025 if the HSR Condition or the Governmental Impediment Condition (if related to antitrust or foreign direct investment laws) has not been satisfied as of the close of business on the date that is seven business days prior to the End Date; provided, further, that the right to terminate the Merger Agreement under this provision shall not be available to any party (or any affiliate of such party) whose material breach of any provision of the Merger Agreement has been the proximate cause of, or resulted in, the failure of the Acceptance Time to have occurred on or before the End Date;

(iii) by either Parent or the Company, upon written notice to the other party, at any time prior to the Acceptance Time if (i) any Law is enacted after the date of the Merger Agreement and remains in effect that makes the consummation of the Offer or the Merger illegal, or (ii) any Governmental Entity of competent and applicable jurisdiction shall have issued a permanent injunction or other permanent Order having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Offer or the Merger, and such permanent injunction or other permanent Order shall have become final and non-appealable; provided, however, that the right to terminate the Merger Agreement under this provision shall not be available to any party (or any affiliate of such party) whose breach of any provision of the Merger Agreement has been the proximate cause of, or resulted in, the issuance, entry or continuing existence of any such Law or permanent Order;

(iv) by either Parent or the Company, upon written notice to the other party, if the Offer (as it may have been extended) expires as a result of the non-satisfaction of one or more Offer Conditions, or is validly terminated or validly withdrawn prior to the Acceptance Time (to the extent permitted under the terms

of the Merger Agreement), without Purchaser having accepted for payment any Shares tendered pursuant to the Offer; provided, however, that a party shall not be permitted to terminate the Merger Agreement if the non-satisfaction of any Offer Condition or the termination or withdrawal of the Offer results from the failure of such party (or any affiliate of such party) to perform any covenant or agreement required to be performed by such party (or any affiliate of such party) at or prior to the Acceptance Time;

(v) by Parent, upon written notice to the Company, at any time prior to the Acceptance Time if the Company Board shall have effected a Change in Recommendation (provided that, any written notice, including pursuant to Section 2.3(d) of the Merger Agreement, of the Company's intention to make a Change in Recommendation in advance of making a Change in Recommendation shall not result in Parent having any termination rights unless such written notice otherwise constitutes a Change in Recommendation);

(vi) by the Company, upon written notice to Parent, at any time prior to the Acceptance Time, in connection with the Company Board making a Change in Recommendation in response to a Superior Proposal in order to enter into an Alternative Acquisition Agreement, if the Company and the Company Board will have complied in all material respects with the notice, negotiation and other requirements set forth in the Merger Agreement with respect to such Superior Proposal;

(vii) by Parent, upon written notice to the Company, at any time prior to the Acceptance Time, if a breach of any representation or warranty or failure to perform any covenant or obligation contained in the Merger Agreement on the part of any Acquired Company will have occurred that would cause a failure of any of the conditions set forth in clauses 2(c), 2(d) and 2(e) of Annex I to the Merger Agreement to exist, and such breach cannot be cured by the Company by the End Date, or if capable of being cured in such time period, shall not have been cured upon the earlier of the End Date and thirty days following the date Parent gives the Company written notice of such breach or failure; provided, however, that Parent shall not be entitled to terminate the Merger Agreement pursuant to this section if either Parent or Purchaser is then in breach of its obligations under the Merger Agreement such that the Company would be entitled to terminate the Merger Agreement pursuant to the Merger Agreement;

(viii) by Parent, upon written notice to the Company, at any time prior to the Acceptance Time if (i) the Company Board shall have failed to include the Company Board Recommendation in the Schedule 14D-9 when mailed or (ii) in the case of a tender offer or exchange offer subject to Regulation 14D under the Exchange Act, other than the Offer, the Company Board fails to recommend, in a Solicitation/Recommendation Statement on Schedule 14D-9, rejection of such tender offer or exchange offer within ten business days of the commencement of such tender offer or exchange offer;

(ix) by the Company, upon written notice to Parent, at any time prior to the Acceptance Time, if a breach in any material respect of any representation or warranty or failure to perform in any material respect any covenant or obligation contained in the Merger Agreement on the part of Parent or Purchaser will have occurred, in each case if such breach or failure prevents or would reasonably be expected to prevent Parent or Purchaser from consummating the Offer, the Merger or any other Transactions, and such breach cannot be cured by Parent by the End Date, or if capable of being cured in such time period, shall not have been cured upon the earlier of the End Date and thirty days following the date the Company gives Parent written notice of such breach or failure; provided, however, that the Company shall not be entitled to terminate the Merger Agreement pursuant to this section if the Company is then in breach of its obligations under the Merger Agreement such that Parent would be entitled to terminate the Merger Agreement pursuant to the Merger Agreement; or

(x) by the Company, upon written notice to Parent, if Purchaser fails to commence the Offer in accordance with Section 2.1 of the Merger Agreement on or prior to the fifteenth business day following the date of the Merger Agreement, Purchaser shall have terminated the Offer prior to the Expiration Time other than in accordance with the terms of the Merger Agreement, or if Purchaser fails to consummate the Offer when required to do so in accordance with the terms of the Merger Agreement;

provided, *however*, that the right to terminate the Merger Agreement pursuant to this section shall not be available to the Company if the Company is in breach of any provision of the Merger Agreement that has been the proximate cause of, or resulted in, Purchaser's failure to commence or consummate the Offer in accordance with the terms of the Merger Agreement.

Effect of Termination

If the Merger Agreement is terminated pursuant to its terms, the Merger Agreement will be of no further force or effect without liability of any party (or any representative of such party) to each other party hereto; provided, however, that: (a) certain specified provisions of the Merger Agreement will survive the termination of the Merger Agreement and will remain in full force and effect, including those described in "*Company Termination Fee*" below; and (b) the termination of the Merger Agreement shall not relieve any party from any liabilities or damages (which the parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, and shall include, in the case of liabilities or damages payable by Parent or Purchaser, the benefit of the bargain lost by the Company and its equity holders (taking into consideration relevant matters, including the aggregate amount of the Offer Price and the Merger Consideration, other combination opportunities, the time value of money, and the loss of market value or decline in stock price of the Company) arising out of its willful and material breach of any provision of the Merger Agreement or any other agreement delivered in connection therewith or any common law fraud (with scienter), subject only, with respect to any such liabilities of the Company, to Section 8.3(b) and Section 8.3(c) of the Merger Agreement. Without limiting the generality of the preceding sentence, Parent and Purchaser have acknowledged and agreed that any failure of Parent or Purchaser to satisfy its obligation to accept for payment or pay for the Shares or the Company Compensatory Awards following satisfaction of the Offer Conditions and any failure of Parent to cause the Merger to be effected following satisfaction of the condition set forth in Article 7 of the Merger Agreement, in each case in accordance with the Merger Agreement, will be deemed to constitute a willful and material breach of a covenant of the Merger Agreement. In addition, the parties' rights and remedies under the Confidentiality Agreement shall not be affected by a termination of the Merger Agreement.

Company Termination Fee

The Company has agreed to pay (or cause to be paid to) Parent a termination fee of $78,800,000 in cash (the "Termination Fee") if:

(i) (A) the Merger Agreement is validly terminated (X) by Parent or the Company, upon written notice to the other party, at any time after the End Date if the Acceptance Time shall not have occurred on or before the End Date; (Y) by Parent or the Company, upon written notice to the other party, if the Offer (as it may have been extended) expires as a result of the non-satisfaction of one or more Offer Conditions, or is validly terminated or withdrawn prior to the Acceptance Time (to the extent permitted under the terms of the Merger Agreement), without Purchaser having accepted for payment any Shares tendered pursuant to the Offer; or (Z) by Parent, upon written notice to the Company, at any time prior to the Acceptance Time if (1) the Company Board shall have failed to include the Company Board Recommendation in the Schedule 14D-9 when mailed or (2) in the case of a tender offer or exchange offer subject to Regulation 14D under the Exchange Act, other than the Offer, the Company fails to recommend, in a Solicitation/Recommendation Statement on Schedule 14D-9, rejection of such tender offer or exchange offer within ten business days of the commencement of such tender offer or exchange offer (provided that, at the time of any such termination, the HSR Condition and the Governmental Impediment Condition are satisfied and the Minimum Condition is not satisfied, and with respect to termination by the Company, the right to terminate the Merger Agreement was then available to Parent), (B) following the date of execution of the Merger Agreement and prior to the time of its termination, a *bona fide* Acquisition Proposal will have been publicly announced (and such Acquisition Proposal will not have been withdrawn prior to the time of the termination of the Merger Agreement) and (C) the Company within twelve (12) months after such termination enters into a

definitive agreement with respect to or recommends to its stockholders an Acquisition Proposal, which Acquisition Proposal is subsequently consummated (whether during or following such twelve (12) month period) with all references to "20%" and "80%" in the definition of Acquisition Proposal being treated as "50%" for purposes of this provision (i));

(ii) the Merger Agreement is terminated by Parent, upon written notice to the Company, at any time prior to the Acceptance Time, if the Company Board will have effected a Change in Recommendation; or

(iii) the Merger Agreement is terminated by the Company upon written notice to Parent, prior to the Acceptance Time in connection with the Company Board making a Change in Recommendation in response to a Superior Proposal in order to enter into an Alternative Acquisition Agreement, if the Company and the Company Board shall have complied in all material respects with the notice, negotiation and other requirements set forth in Section 2.3(d) of the Merger Agreement with respect to such Superior Proposal.

In the event of any termination described above, the receipt of the Termination Fee will be deemed to be liquidated damages for any and all losses or damages suffered or incurred by Parent, Purchaser or any of their respective affiliates or any other person in connection with the Merger Agreement (and the termination thereof), the Transactions (and the abandonment thereof) or any matter forming the basis for such termination, and none of the Company, any of its subsidiaries or any Company Related Parties (as defined in the Merger Agreement) will have no further liability, whether pursuant to a claim in law or in equity, to Parent, Purchaser or any of their respective affiliates or any other Person, and none of Parent, Purchaser or any of their respective affiliates or any other person, and none of Parent, Purchaser or any of their respective affiliates or any other person shall be entitled to bring or maintain any claim, action or proceeding against the Company or any of its subsidiaries or any of the Company Related Parties for damages or any equitable relief arising out of or in connection with the Merger Agreement, any of the Transactions, or any matters forming the basis for such termination.

In the event that the Company fails to pay the Termination Fee when due, Parent shall be entitled to receive interest on such unpaid Termination Fee, commencing on the date that the Termination Fee became due, at a rate equal to the "prime rate" as published in *The Wall Street Journal*, Eastern Edition, in effect on the date such payment was required to be made through the date of payment (calculated daily on the basis of a year of 365 days and the actual number of days elapsed, without compounding).

Specific Performance

The parties have agreed that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties further agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the Merger Agreement and to enforce specifically the terms and provisions of the Merger Agreement in the Delaware courts, in addition to any other remedy to which they are entitled under the Merger Agreement.

Expenses

Except as otherwise provided in the Merger Agreement, all fees and expenses incurred in connection with the Merger Agreement, the Offer, the Merger and the other Transactions will be paid by the party incurring such expenses, whether or not the Offer and Merger are consummated. In furtherance of the foregoing, Parent will pay all filing fees payable for filings required or otherwise made pursuant to the HSR Act or any other applicable Antitrust Laws (as defined in the Merger Agreement) in connection with the Offer, the Merger or the other Transactions.

Transfer Taxes

Parent and Purchaser will bear any transfer, documentary, sales, use, stamp, registration, value added, and other similar taxes and fees (including any penalties and interest) incurred in connection with the Offer, the Merger, or

the other Transactions pursuant to the Merger subject to certain exceptions. However, if the payment of the Offer Price or Merger Consideration is to be made to a person who is not the person in whose name the Shares are registered on the stock transfer books of the Company, the Person requesting such payment must pay all transfer taxes required by reason of the payment of the Offer Price or Merger Consideration to a person other than the registered holder of the Shares tendered or surrendered.

Offer Conditions

The Offer Conditions are described in Section 13—"Conditions to the Offer."

Confidentiality Agreements

Parent and the Company entered into a Confidentiality Agreement, dated March 8, 2024 (the "Confidentiality Agreement"), in connection with Parent's consideration of a potential negotiated transaction with the Company. Under the terms of the Confidentiality Agreement, Parent agreed, subject to certain exceptions, to keep confidential certain confidential or non-public information relating to the Company, including the existence and content of any discussions in connection with a possible transaction, for a period lasting two years from the date of the Confidentiality Agreement. Parent also agreed to abide by a standstill provision for a period of one year from the date of the Confidentiality Agreement, which standstill restrictions may be waived by the Company or terminated under certain circumstances. Previously, Parent and Deciphera Pharmaceuticals, LLC entered into a Confidential Disclosure Agreement, dated June 16, 2022, and subsequently amended on May 10, 2023 and November 8, 2023, to facilitate discussions regarding a potential business or collaborative relationship between the parties related to certain of the Company's products or product candidates, which agreement did not contain any standstill provision. For further discussion, see Section 10— "Background of the Offer; Past Contacts or Negotiations with the Company."

The summary of the Confidentiality Agreement is only a summary and is qualified in its entirety by reference to the full text of the Confidentiality Agreement, which is filed as Exhibit (d)(4) hereto and is incorporated herein by reference.

Tender and Support Agreements

In connection with entering into the Merger Agreement, Parent and Purchaser entered into Tender and Support Agreements (as they may be amended from time to time, the "Tender and Support Agreements"), dated as of April 29, 2024, with certain stockholders (each, a "Supporting Stockholder" and, collectively, the "Supporting Stockholders"), who collectively beneficially owned approximately 28% of the outstanding Shares as of April 29, 2024.

Pursuant to and subject to the terms and conditions of the Tender and Support Agreements, each Supporting Stockholder has agreed to tender in the Offer all Shares (other than Company Options, Company RSUs or Company PSUs that are not exercised or settled during the term of the Tender and Support Agreements) owned by such Supporting Stockholder. In addition, each Supporting Stockholder has agreed that, during the time the Tender and Support Agreements are in effect, at any meeting of stockholders, or any adjournment or postponement thereof, such Supporting Stockholder will be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Shares:

- in favor of any matters necessary or presented or proposed for the Transactions to be timely consummated;
- against any action, agreement or transaction that would reasonably be expected to (a) result in a breach of any covenant, representation or warranty or any other obligation of the Company contained in the Merger Agreement, or of any Supporting Stockholder contained in the Tender and Support Agreement, or (b) result in any of the Offer Conditions or conditions to the Merger set forth in the Merger Agreement not being timely satisfied;

- against any change in the membership of the Company Board, unless such proposed change in the Company Board was proposed by the Company Board and is not in connection with or in support of any actual or potential acquisition proposal; and
- against any Acquisition Proposal and against any other action, agreement or transaction involving the Company that is intended, or would reasonably be expected, to materially impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the Merger or the other transactions contemplated by the Merger Agreement.

Each Supporting Stockholder also granted a conditional irrevocable proxy with respect to the foregoing, subject to the terms and conditions of the Tender and Support Agreements.

The Supporting Stockholders further agreed to certain restrictions with respect to their Shares, including restrictions on transfer, and agreed not to take any action that would violate the non-solicitation provisions of the Merger Agreement if such action were taken by the Company, each subject to customary exceptions.

The Tender and Support Agreement will terminate with respect to a Supporting Stockholder upon the first to occur of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Effective Time, (c) any modification or amendment to the Merger Agreement or the Offer without the Supporting Stockholder's prior written consent that decreases the Offer Price or changes the form of consideration payable to the Supporting Stockholder pursuant to the terms of the Merger Agreement, and (d) the mutual written consent of Parent and such Supporting Stockholder. The Tender and Support Agreement entered into by one of the Supporting Stockholders will additionally terminate upon any modification or amendment to the Merger Agreement or the Offer without such Supporting Stockholder's prior written consent that extends the End Date or imposes any additional conditions or obligations that would reasonably be expected to prevent or materially impede the consummation of the Transactions.

In addition, upon a Change in Recommendation of the Company Board under and in compliance with the Merger Agreement, the tender and voting requirements set forth in the Tender and Support Agreement will not apply for so long as such Change in Recommendation remains in effect.

This summary of the Tender and Support Agreements is only a summary and is qualified in its entirety by reference to the Tender and Support Agreements, which are filed as Exhibits (d)(2) and (d)(3) of the Schedule TO and are incorporated herein by reference.

12. Purpose of the Offer; Plans for the Company

Purpose of the Offer. The purpose of the Offer and the Merger is for Parent and its affiliates, through Purchaser, to acquire control of, and the entire equity interest in, the Company. Pursuant to the Merger, Parent will acquire all of the Shares not purchased pursuant to the Offer or otherwise. Stockholders of the Company who sell their Shares in the Offer will cease to have any equity interest in the Company or any right to participate in its earnings and future growth.

Merger Without a Stockholder Vote. If the Offer is consummated and the Minimum Condition is satisfied, we will not seek the approval of the Company's remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquiring corporation owns at least the amount of shares of each class of stock of the target corporation that would otherwise be required to adopt a merger agreement for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect a merger without a vote of the stockholders of the target corporation. Accordingly, if the Minimum Condition is satisfied, then as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, we intend to effect the closing of the Merger (the "Closing") without a vote of the stockholders of

the Company in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger, as soon as practicable after the consummation of the Offer. Accordingly, we do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

Plans for the Company. At the Effective Time, the certificate of incorporation and bylaws of the Company will be amended and restated substantially in the forms attached to the Merger Agreement. Purchaser's directors immediately prior to the Effective Time will be the directors of the Surviving Corporation and the Company's officers immediately prior to the Effective Time will become the officers of the Surviving Corporation until their respective successors are duly elected and qualified, or their earlier death, resignation or removal. See Section 11— "The Merger Agreement; Other Agreements—Board of Directors and Officers."

Parent and Purchaser are continuing to conduct a detailed review of the Company and its assets, corporate structure, capitalization, indebtedness, operations, properties, policies, management and personnel, and will consider which changes would be desirable in light of the circumstances that exist upon completion of the Offer and the Merger. Parent and Purchaser will continue to evaluate the business and operations of the Company during the pendency of the Offer and after the consummation of the Offer and the Merger and will take such actions as they deem appropriate under the circumstances then existing. Thereafter, Parent intends to review such information as part of a comprehensive review of the Company's business, operations, capitalization, indebtedness and management with a view to optimizing development of the Company's potential in conjunction with the Company's or Parent's existing businesses. Possible changes could include changes in the Company's business, corporate structure, certificate of incorporation, bylaws, capitalization, board of directors and management. Plans may change based on further analysis and Parent, Purchaser and, after completion of the Offer and the Merger, the reconstituted Company Board, reserve the right to change their plans and intentions at any time, as deemed appropriate.

Except as disclosed in this Offer to Purchase, Parent and Purchaser do not have any present plan or proposal that would result in the acquisition by any person of additional securities of the Company, the disposition of securities of the Company, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or the purchase, sale or transfer of a material amount of assets of the Company.

13. The Recommendation by the Board of Directors of the Company

On April 28, 2024, the Company Board unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (v) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

15. Certain Effects of the Offer.

Market for the Shares. If the conditions to the Offer are satisfied and the Offer is consummated, there will be no market for the Shares because Parent intends to consummate the Merger as soon as practicable following the Acceptance Time, and in any event within three business days following the satisfaction or waiver of all of the conditions set forth in Article VII (Conditions to the Merger) and Annex I of the Merger Agreement.

Stock Quotation. The Shares are currently listed on Nasdaq. Immediately following the Effective Time, the Shares will no longer meet the requirements for continued listing on Nasdaq because the only stockholder will be Parent. Nasdaq requires, among other things, that any listed shares of common stock have at least 1,250,000 publicly held shares. Immediately following the consummation of the Merger, Parent intends and will cause the Company to delist the Shares from Nasdaq.

Margin Regulations. The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such shares. Immediately following the consummation of the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the shares would no longer be "margin securities" or be eligible for listing on Nasdaq. We intend and will cause the Company to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met and, in any event, following the consummation of the Merger.

16. Dividends and Distributions.

The Merger Agreement provides that the Company will not, between the date of the Merger Agreement and the Effective Time, (A) establish a record date for, declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, or enter into any agreement with respect to the voting of, any capital stock of any Acquired Company, other than (x) cash dividends and distributions by a direct or indirect wholly owned subsidiary of the Company to its parent and (y) distributions resulting from the vesting or exercise of Company Compensatory Awards in accordance with their terms, (B) split, combine, subdivide or reclassify any capital stock of the Acquired Companies, or (C) purchase, redeem or otherwise acquire any Company securities, except for the net settlement of Company Compensatory Awards or acquisitions of shares of Company common stock by the Company, in each case, in satisfaction by holders of Company Compensatory Awards of the applicable exercise price or withholding taxes, and in accordance with the terms of the Company ESPP and the applicable Company Compensatory Award. See Section 11—"The Merger Agreement; Other Agreements—Conduct of Business Pending the Merger" and Section 12—"Purpose of the Offer; Plans for the Company.

17. Certain Conditions to the Offer.

The obligation of Purchaser to accept for payment and pay for Shares validly tendered (and not validly withdrawn) pursuant to the Offer is subject to the satisfaction of the conditions set forth in clauses (a) through (d) below. Accordingly, notwithstanding any other terms or provision of the Offer or the Merger Agreement to the contrary, Purchaser will not be obligated to irrevocably accept for payment, or, subject to the rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to purchase or return the tendered Shares promptly after termination or withdrawal of the Offer), purchase any Shares validly tendered (and not validly withdrawn prior to the Expiration Time) pursuant to the Offer (and not theretofore accepted for payment or paid for), unless (i) the Minimum Condition and (ii) the HSR Condition shall not be satisfied at the time of the expiration of the Offer on the Expiration Time.

In addition and notwithstanding any other provisions of the Offer, but subject to the terms and conditions set forth in the Merger Agreement, Purchaser shall not be required to irrevocably accept for payment or, subject to

any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), purchase any Shares validly tendered (and not validly withdrawn prior to the Expiration Time) pursuant to the Offer (and not theretofore accepted for payment) if, at any time prior to the Expiration Time, any of the following conditions exist and are continuing at the Expiration Time:

(1) the Termination Condition;

(2) the Governmental Impediment Condition;

(3) the representations and warranties of the Company set forth in Section 4.3(a) and Section 4.3(e) (*Capitalization*) of the Merger Agreement shall be accurate except for any *de minimis* inaccuracies as of the date of the Merger Agreement and at and as of the Expiration Time as though made on and as of such date and time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period);

(4) the representations and warranties of the Company set forth in Section 4.1(a)(i) (*Organization and Good Standing; Subsidiaries*) and Section 4.20 (*Authority; Binding Nature of Agreement*) of the Merger Agreement shall be true and correct (disregarding for this purpose all "Company Material Adverse Effect," "materiality" or similar qualifications contained in such representations and warranties) in all material respects as of the date of the Merger Agreement and as of the Expiration Time as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall not have been true and correct in all material respects as of such earlier date);

(5) the representations and warranties of the Company set forth in Article 4 of the Merger Agreement (other than the representations and warranties set forth in Section 4.1(a)(i) (*Organization and Good Standing; Subsidiaries*), Section 4.3(a) and (e) (*Capitalization*) and Section 4.20 (*Authority; Binding Nature of Agreement*)) of the Merger Agreement shall be true and correct (disregarding for this purpose all "Company Material Adverse Effect," "materiality" or similar qualifications contained in such representations and warranties) as of the date of the Merger Agreement and as of the Expiration Time as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall not have been true and correct as of such earlier date); *provided*, *however*, that notwithstanding anything in the Merger Agreement to the contrary, the aforementioned condition shall be deemed to have been satisfied even if any representations and warranties of the Company are not so true and correct if the failure of such representations and warranties of the Company to be so true and correct, individually or in the aggregate, shall not have resulted in and would not reasonably be expected to have a Company Material Adverse Effect that is continuing as of the Expiration Time;

(6) the Company shall have performed or complied in all material respects with the obligations or covenants required to be performed by it under the Merger Agreement and such failure to perform or comply shall not have been cured prior to the Expiration Time;

(7) the Company shall have delivered to Parent, dated as of the Expiration Time, a certificate signed on behalf of the Company to the effect that the conditions set forth in items (5), (6) and (8) have been satisfied as of immediately prior to the Expiration Time; or

(8) since the date of the Merger Agreement, there shall not have occurred and be continuing a Company Material Adverse Effect.

The foregoing conditions are for the sole benefit of Parent and Purchaser and (except for the Minimum Condition and the Termination Condition) may be waived to the extent permitted by law by Parent and Purchaser, in whole or in part at any time and from time to time, in the sole discretion of Parent and Purchaser. The Minimum Condition may be waived by Parent and Purchaser only with the prior written consent of the Company, which may be granted or withheld in the Company's sole discretion. The failure by Parent or Purchaser at any time to

exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which may be asserted at any time and from time to time prior to the expiration of the Offer (except for conditions relating to government regulatory approvals).

18. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 18, based on our examination of publicly available information filed by the Company with the SEC and other information concerning the Company, we are not aware of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by our acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser or Parent as contemplated herein. Should any such approval or other action be required, we currently contemplate that, except as described below under "State Takeover Laws," such approval or other action will be sought. While we do not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to the Company's business, any of which under certain conditions specified in the Merger Agreement could cause us to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 17—"Certain Conditions to the Offer."

State Takeover Laws. A number of states (including Delaware, where the Company is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

As a Delaware corporation, the Company has not opted out of Section 203 of the DGCL. In general, Section 203 of the DGCL would prevent an "interested stockholder" (generally defined in Section 203 of the DGCL as a person beneficially owning 15% or more of a corporation's voting stock) from engaging in a "business combination" (as defined in Section 203 of the DGCL) with a Delaware corporation for three years following the time such person became an interested stockholder unless: (i) before such person became an interested stockholder, the board of directors of the corporation approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination; (ii) upon consummation of the transaction which resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding for purposes of determining the number of shares of outstanding stock held by directors who are also officers and by employee stock plans that do not allow plan participants to determine confidentially whether to tender shares); or (iii) following the transaction in which such person became an interested stockholder, the business combination is (a) approved by the board of directors of the corporation and (b) authorized at a meeting of stockholders by the affirmative vote of the holders of at least $66^{2}/_{3}$% of the outstanding voting stock of the corporation not owned by the interested stockholder.

The Company has represented to us in the Merger Agreement that it has taken all actions necessary or appropriate to exempt the execution, delivery, and performance of the Merger Agreement and the Offer, the Merger, and the other transactions contemplated by the Merger Agreement from Section 203 of the DGCL and any other "moratorium," "control share acquisition," "fair price," "super majority," "affiliate transactions," or "business combination" or other similar state anti-takeover laws and regulations. Purchaser has not attempted to comply with any other state takeover statutes in connection with the Offer or the Merger. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, Merger, the Merger Agreement or the Transactions, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more takeover statutes apply to the Offer or the Merger, and it is not determined by an appropriate court that such statute or statutes do

not apply or are invalid as applied to the Offer, Merger, or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 17—"Certain Conditions to the Offer" of this Offer to Purchase.

Antitrust. Under the HSR Act, and the rules and regulations promulgated thereunder by the FTC, certain transactions may not be consummated until certain information and documentary materials have been furnished for review to the FTC and the Antitrust Division of the DOJ (the "Antitrust Division") and certain waiting period requirements have been satisfied. These requirements apply to Parent by virtue of Purchaser's acquisition of the Shares in the Offer (and the Merger).

Under the HSR Act, the purchase of Shares in the Offer may not be completed until the expiration of a 15-calendar-day waiting period following the filing of certain required information and documentary material concerning the Offer (and the Merger) with the FTC and the Antitrust Division, unless the waiting period is earlier terminated by the FTC and the Antitrust Division. The parties filed such Premerger Notification and Report Forms under the HSR Act with the FTC and the Antitrust Division in connection with the purchase of Shares in the Offer and the Merger on May 6, 2024. Under the HSR Act, the required waiting period will expire at 11:59 p.m., New York City time on the 15th calendar day after the filing by Parent, unless earlier terminated by the FTC and the Antitrust Division or Parent receives a request for additional information or documentary material ("Second Request") from either the FTC or the Antitrust Division prior to that time. If a Second Request issues, the waiting period with respect to the Offer would be extended for an additional period of ten calendar days following the date of Parent's substantial compliance with that request. The FTC or the Antitrust Division may terminate the additional ten-day waiting period before its expiration. If either the 15-day or ten-day waiting period expires on a Saturday, Sunday or federal holiday, then the period is extended until 11:59 p.m. of the next day that is not a Saturday, Sunday or federal holiday. Only one additional waiting period pursuant to a Second Request is authorized by the HSR Act rules. After that time, the timing of the purchase of Shares in the Offer could be delayed only by court order or with Parent's consent. It is also possible that Parent and the Company could enter into a timing agreement with the FTC or the Antitrust Division that could affect the timing of the purchase of Shares in the Offer. Complying with a Second Request can take a significant period of time. Although the Company is also required to file certain information and documentary material with the FTC and the Antitrust Division in connection with the Offer, the Company's failure to comply with its own Second Request in a timely manner would not change the waiting period with respect to the purchase of Shares in the Offer.

The FTC and the Antitrust Division frequently scrutinize the legality of transactions under the U.S. antitrust laws, such as Purchaser's acquisition of Shares in the Offer (and the Merger). At any time before or after Purchaser's purchase of Shares in the Offer (and the Merger), the FTC or the Antitrust Division could take any action under the antitrust laws that it either considers necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares in the Offer (and the Merger), the divestiture of Shares purchased in the Offer and Merger or the divestiture of substantial assets of Parent, the Company or any of their respective subsidiaries or affiliates. At any time before or after the completion of the Offer and the Merger, and notwithstanding the termination or expiration of the waiting period under the HSR Act, any state may also bring legal action under federal and state antitrust laws and consumer protection laws as they deem necessary. Private parties also may bring legal actions under the antitrust laws under certain circumstances.

Parent conducts business outside of the United States. However, based on a review of the information currently available relating to the countries and businesses in which Parent and the Company are engaged, Parent and Purchaser believe that no mandatory antitrust premerger notification filing is required outside the United States, and approval of any non-U.S. antitrust authority is not a condition to the consummation of the Offer or the Merger.

Based upon an examination of publicly available and other information relating to the businesses in which the Company is engaged, Parent and Purchaser believe that the acquisition of Shares in the Offer (and the Merger) would not violate applicable antitrust laws. Nevertheless, Parent and Purchaser cannot be certain that a challenge to the Offer (and the Merger) on antitrust grounds will not be made, or, if such challenge is made, what the result will be.

19. Appraisal Rights; Rule 13e-3.

Appraisal Rights. Stockholders do not have appraisal rights as a result of the Offer. However, if the Merger is consummated, all Shares that (a) are issued and outstanding immediately prior to the Effective Time, (b) were not validly tendered in the Offer and (c) are continuously held by persons who (i) do not vote in favor of, or consent in writing to, the Merger Agreement, (ii) have properly and validly perfected their statutory rights of appraisal in respect of such Shares in accordance with Section 262 of the DGCL ("Section 262"), and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL (collectively, "Dissenting Shares") will not be converted into, or represent the right to receive, the Merger Consideration, but will be entitled only to such rights as are granted by the DGCL to a holder of Dissenting Shares. All references in Section 262 and in this summary to a "stockholder" are to the record holder of shares as to which appraisal rights are asserted, unless otherwise expressly noted herein. All references in Section 262 and in this summary to the words "beneficial owner" mean a person who is the beneficial owner of shares of stock held either in voting trust or by a nominee on behalf of such person, unless otherwise expressly noted. All references in Section 262 and in this summary to the word "person" mean any individual, corporation, partnership, unincorporated association or other entity, unless otherwise expressly noted. At the Effective Time, the Dissenting Shares will no longer be outstanding and will automatically be cancelled and cease to exist, and each Company stockholder or beneficial owner of Shares who holds Dissenting Shares will cease to have any rights with respect to such Dissenting Shares, except the right to receive payment of the "fair value" of such Dissenting Shares in accordance with the provisions of Section 262; provided that all Dissenting Shares held by persons who have effectively withdrawn or lost (through failure to perfect or otherwise) such person's appraisal rights pursuant to the DGCL shall be deemed to have been converted into and represent only the right to receive the applicable consideration for Shares set forth in the Merger Agreement without interest thereon, upon surrender of the certificate representing such shares. Each holder or beneficial owner of Dissenting Shares will be entitled to receive a judicial determination of the fair value of such Dissenting Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger), and to receive payment of such fair value in cash, together with interest, if any, to be paid upon the amount determined to be the fair value. Any such judicial determination could be based upon considerations other than, or in addition to, the price paid in the Offer and the market value of such Dissenting Shares, and the judicially-determined fair value could be higher or lower than the Offer Price. Moreover, the Company may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Dissenting Shares is less than the price paid for Shares in the Offer or the Merger. Persons considering exercising appraisal rights should also note that investment banking opinions as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer or the Merger, are not opinions as to, and may not otherwise address, fair value under Section 262.

If any person who demands appraisal under Section 262 fails to perfect, or effectively withdraws or loses his, her or its rights to appraisal as provided under the DGCL, or a court of competent jurisdiction determines that such person is not entitled to the relief provided by Section 262, then such person's Shares will be converted into the right to receive the Merger Consideration, without interest thereon, in accordance with the Merger Agreement.

Section 262 provides that, if a merger was approved pursuant to Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation within ten days thereafter, shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice either a copy of

Section 262 or information directing the stockholders to a publicly available electronic resource at which Section 262 may be accessed without subscription or cost. The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 and a publicly available copy of Section 262 can be accessed without subscription or cost at the website set forth in the Schedule 14D-9.

As described more fully in the Schedule 14D-9, if a person wishes to elect to exercise appraisal rights under Section 262 and the Merger is consummated in accordance with Section 251(h) of the DGCL, such person must (among other things) do all of the following: (a) no later than the later of the consummation of the Offer, which shall occur on the date on which Purchaser irrevocably accepts the Shares for purchase, and 20 days after the date of sending of the notice referred to in the previous paragraph, (i) in the case of a record holder of Shares, properly deliver to the Company a written demand for appraisal, which demand must reasonably inform the Company of the identity of the stockholder and that the stockholder is demanding appraisal, or (ii) in the case of a beneficial owner, properly deliver to the Company a written demand for appraisal that reasonably identifies the holder of record of the Shares for which the demand is made, be accompanied by documentary evidence of such beneficial owner's beneficial ownership of stock and a statement that such documentary evidence is a true and correct copy of what it purports to be, and provide an address at which such beneficial owner consents to receive notices given by the surviving entity of the Merger and to be set forth on the verified list required by subsection (f) of Section 262; (b) not tender such person's Shares in the Offer; and (c) continuously hold or own, as applicable, the Shares from the date on which the written demand for appraisal is made through the Effective Time. Following the Effective Time, additional steps may be necessary for any such stockholder, or, as applicable, a beneficial owner, to perfect his, her or its appraisal rights, all as described more fully in the Schedule 14D-9.

The foregoing summary of appraisal rights of stockholders (including, as applicable, beneficial owners of Shares) under the DGCL does not purport to be a statement of the procedures to be followed by stockholders (including, as applicable, beneficial owners of Shares) desiring to exercise any appraisal rights under Delaware law and is qualified in its entirety by the full text of Section 262, and a publicly available copy of Section 262 can be accessed without subscription or cost at the following website: https://delcode.delaware.gov/title8/c001/sc09/index.html#262 and is incorporated herein by reference. The preservation and exercise of appraisal rights require timely adherence to the applicable provisions of Delaware law. If a stockholder (including, as applicable, beneficial owners of Shares) withdraws or loses the right to appraisal, such stockholder (including, as applicable, beneficial owners of Shares) will be entitled to receive only the Merger Consideration, without interest, as applicable. In the event of any inconsistency between the information contained in this summary, the Schedule 14D-9, this Offer to Purchase or any of the documents incorporated herein or therein by reference, and the actual text of Section 262, the actual text of Section 262 controls. In view of the complexity of the statutory provisions relating to appraisal rights under Delaware law and the fact that the failure to comply with the technical prerequisites of such provisions may result in the loss of such rights, a person holding Shares that is considering exercising such person's appraisal rights with respect to such Shares should consult with such person's own legal and financial advisor.

"Going Private" Transactions. Rule 13e-3 under the Exchange Act is applicable to certain "going private" transactions and may under certain circumstances be applicable to the Merger. However, Rule 13e-3 will be inapplicable if (i) the Shares are deregistered under the Exchange Act prior to the Merger or another business combination or (ii) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. Neither Parent nor Purchaser believes that Rule 13e-3 will be applicable to the Merger.

20. Transactions and Arrangements Concerning the Shares and Other Securities of the Company.

None of Parent, Purchaser or to the knowledge of Parent or Purchaser after reasonable inquiry, any of the persons listed in Schedule I or any associate or majority-owned subsidiary of Parent, Purchaser or any of the persons so

listed, beneficially owns any Shares and (ii) none of Parent, Purchaser, to the knowledge of Parent or Purchaser after reasonable inquiry, any of the persons listed in Schedule I or any associate or majority-owned subsidiary of Parent or Purchaser, and any pension, profit-sharing or similar plan of Parent or Purchaser has effected any transaction in Shares during the past 60 days.

To the Company's knowledge, after making reasonable inquiry, all unaffiliated directors and executive officers of the Company intend to tender all Shares owned by such directors and executive officers. To Parent and Purchaser's knowledge, neither the Company nor any of its directors, executive officers or affiliates has made a recommendation either in support of or opposed to the transaction and the reasons for the recommendation, other than as set forth in the Schedule 14D-9 filed by the Company with the SEC.

None of Parent, Purchaser or, to the knowledge of Parent or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, has any agreement, arrangement, or understanding, whether or not legally enforceable, with any other person with respect to any securities of the Company (including, but not limited to, any agreement, arrangement, or understanding concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations).

In the past two years, (i) there have been no transactions between any of Parent, Purchaser or, to the knowledge of Parent or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, on the one hand, and the Company or any of its affiliates that are not natural persons, on the other hand, for which the aggregate value of the transaction was more than one percent of the Company's consolidated revenues for the fiscal year in which the transaction occurred or the past portion of the current fiscal year (if the transaction occurred in the current fiscal year), (ii) there have been no transactions between any of Parent, Purchaser or, to the knowledge of Parent or Purchaser after reasonably inquiry, any of the persons listed in Schedule I, on the one hand, and any executive officer, director or affiliate of the Company who is a natural person, on the other hand, for which the aggregate value of the transaction, or series of similar transactions with such director, executive officer or affiliate, exceeded $60,000; (iii) there have been no negotiations, transactions or material contacts between any of Parent, Purchaser, their respective subsidiaries, or, to the knowledge of Parent or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, on the one hand, and the Company or any of its affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of the Company's securities, an election of the Company's directors or a sale or other transfer of a material amount of assets of the Company; and (iv) to the knowledge of Parent or Purchaser after reasonable inquiry, there have been no negotiations or material contacts between (a) any affiliate of the Company and (b) the Company or any of its affiliates, on the one hand, and any person not affiliated with the Company, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of the Company's securities, an election of the Company's directors or a sale or other transfer of a material amount of assets of the Company.

22. Interests of Certain Company Directors and Executive Officers in the Offer and the Merger.

In considering the fairness of the consideration to be received in the Offer and the Merger, the stockholders of the Company should be aware that certain directors and executive officers of the Company have interests in the Offer and Merger that may present them with certain actual or potential conflicts of interest. A description of these interests, including the information required to be disclosed pursuant to Item 402(t) of Regulation S-K, is included in the Schedule 14D-9 under the headings "Item 3. Past Contacts, Transactions, Negotiations and Agreements," "Item 4. The Solicitation or Recommendation" and "Item 8. Additional Information," which description and information is incorporated herein by reference.

23. Fees and Expenses.

Parent has retained the Depositary and the Information Agent in connection with the Offer. The Depositary and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

24. Miscellaneous.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of Parent or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be the agent of Purchaser, the Depositary, or the Information Agent for the purpose of the Offer.

Purchaser has filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer and may file amendments thereto. the Company is required under the rules of the SEC to file its Solicitation/Recommendation Statement with the SEC on Schedule 14D-9 no later than ten business days from the date of this Offer to Purchase, setting forth the recommendation of the Company Board with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. A copy of such documents, and any amendments thereto, may, when filed, be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 7—“Certain Information Concerning the Company” above.

Topaz Merger Sub, Inc.
May 13, 2024

SCHEDULE I

INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER AND PARENT

1. Directors and Executive Officers of Purchaser

The information presented in this Schedule I sets forth the name, current business address, present principal occupation or employment, and the material occupations, positions, offices, or employment for the past five years of the sole executive officer of Purchaser and member of the board of directors of Purchaser. The person listed below, during the past five years, has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree, or final order enjoining him from future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violations of such laws. The person listed below has not engaged in any transaction or series of transactions with the Purchaser over the past two years that had an aggregate value that exceeds $60,000. The person listed below is a citizen of Japan. The business address for the person listed below is c/o Ono Pharmaceutical Co., Ltd., 8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan.

Name	Principal Present Occupation or Employment; Material Positions Held During the Past Five Years
Masayuki Tanigawa	President of Purchaser Corporate Officer, Executive Director, Corporate Development and Strategy of Parent

2. Directors and Executive Officers of Parent

The information presented in this Schedule I sets forth the name, current business address, present principal occupation or employment, and the material occupations, positions, offices, or employment for the past five years of each executive officer of the Parent and each member of the Parent Board. None of the listed persons, during the past five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree, or final order enjoining him from future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violations of such laws. The persons listed below have not engaged in any transaction or series of transactions with Parent over the past two years that had an aggregate value that exceeds $60,000. Each person listed below is a citizen of Japan. The business address for each person listed below is c/o Ono Pharmaceutical Co., Ltd., 8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan.

Name	Principal Present Occupation or Employment; Material Positions Held with Parent During the Past Five Years
Gyo Sagara	Member of Board of Directors, Representative Director, President, Chairman of the Board, Chief Executive Officer
Toichi Takino, Ph.D	Member of the Board of Directors, Corporate Executive Officer, Senior Executive Officer, Representative Director, President, Chief Operating Officer
Toshihiro Tsujinaka	Member of the Board of Directors, Corporate Executive Officer, Senior Executive Officer, Representative Director, Executive Vice President
Kiyoaki Idemitsu	Corporate Executive Officer, Member of the Board of Directors, Executive Officer, Chief Officer, Clinical Development
Masao Nomura	Member of Board of Directors, Outside Director
Akiko Okuno	Member of Board of Directors, Outside Director
Shusaku Nagae	Member of Board of Directors, Outside Director
Katsuyoshi Nishimura	Full-time Audit and Supervisory Board Member
Hironobu Tanisaka	Full-time Audit and Supervisory Board Member
Yasuo Hishiyama	Outside Audit and Supervisory Board Member

Name	Principal Present Occupation or Employment; Material Positions Held with Parent During the Past Five Years
Akiko Tanabe	Outside Audit and Supervisory Board Member
Akira Takada	Corporate Executive Officer, Executive Director, CMC & Production
Satoshi Takahagi	Corporate Executive Officer, Executive Director, Sales and Marketing, Primary Care Business Division
Hiromu Habashita, Ph.D	Corporate Officer, Deputy Executive Director, Discovery & Research
Shinji Takai, M.D., Ph.D	Corporate Officer, Head of Medical Affairs
Masaki Itoh	Corporate Officer, Division Director, Corporate Strategy & Planning, Business Management Division, Business Management Department, Finance & Accounting, President, Ono Digital health Investment, GK.
Tatsuya Okamoto	Corporate Officer / Executive Director, Clinical Development, Global Clinical Development Management Unit, Oncology Clinical Development Division
Masayuki Tanigawa	Corporate Officer, Executive Director, Corporate Development and Strategy
Takehiro Yamada	Corporate Officer, Senior Director, Risk and Compliance Management Department

Gyo Sagara has served as a Representative Director of Parent since June 2008 and has served as the Chief Executive Officer of Parent since September 2008. He also served as the President of Parent from September 2008 to April 2024, when he began serving as Chairman of the Board.

Toichi Takino, Ph.D served as a Corporate Executive Officer of Parent from June 2019 through June 2020. He has then served as a Member of the Parent Board since June 2020, and served as an Executive Officer from June 2020 through June 2021, when he then served as a Senior Executive Officer until April 2024. Most recently, he began serving as a Representative Director, President and Chief Operating Officer of Parent in April 2024.

Toshihiro Tsujinaka served as a Corporate Executive Officer of Parent from June 2019 to June 2020. He has then served as a Member of the Parent Board since June 2020, and served as an Executive Officer from June 2020 to June 2021, when he then served as a Senior Executive Officer until April 2024. Most recently, he has served as a Representative Director and Executive Vice President of Parent since April 2024.

Kiyoaki Idemitsu has served as a Corporate Officer from October 2018 through June 2020, when he then began serving as a Corporate Executive Officer of Parent, a role he continues to fill. He served as the Executive Director of Clinical Development from October 2018 to April 2024, and most recently began serving on the Parent Board in June 2021 and as Chief Officer, Clinical Development in May 2024.

Masao Nomura has served as Outside Director at Keihanshin Building Co., Ltd. since June 2019. He served as an Outside Director at NEW COSMOS ELECTRIC CO., LTD. from June 2020 to June 2021 and has served as an Outside Director of Parent since June 2018.

Akiko Okuno has served as a Professor, Faculty of Business Administration at KONAN UNIVERSITY, since April 2012 and has served as an Outside Director of Parent since June 2020.

Shusaku Nagae has served as Special Corporate Advisor at Panasonic Corporation (currently Panasonic Holdings Corporation) since June 2021 and as Outside Audit and Supervisory Board Member at Nikkei Inc. since March 2023 and as an Outside Director at Poppins Corporation since March 2024. He began serving as an Outside Director of Parent in June 2021.

Katsuyoshi Nishimura has served as a full-time Audit and Supervisory Board Member of Parent since June 2011.

Hironobu Tanisaka served as the Senior Director of the Business Audit Department from January 2018 through June 2021, when he most recently began serving as a full-time Audit and Supervisory Board Member of Parent.

Yasuo Hishiyama has served as Partner Attorney at Law, TANABE & PARTNERS since April 2011 and as a Member of the appraisal committee (Land Lease Non-Contentious Cases) at Tokyo District Court since January 2010 and as Outside Audit and Supervisory Board Member at Yoshimoto Pole Co., Ltd. since June 2023 and as an Outside Audit and Supervisory Board Member of Parent since June 2016.

Akiko Tanabe has served as Representative of Akiko Tanabe CPA office since January 2012 and as Partner of Midosuji Audit Corporation since July 2019 and served as a Provisional Outside Audit and Supervisory Board Member of Parent from April 2020 through June 2020, when she most recently began serving as an Outside Audit and Supervisory Board Member of Parent.

Akira Takada served as an Executive Officer of Parent from January 2022 through June 2023, when he most recently began serving as the Senior Executive Officer of Parent. Also, he has served as Executive Director of CMC and Production since October 2020. Previously, from June 2019 to October 2020, he served as the Senior Director of CMC Strategy Development of Parent and, from May 2019 to June 2019, he served as the Senior Director of Pharmaceutical R&D of Parent.

Satoshi Takahagi served as an Executive Officer of Parent from January 2022 through June 2023, when he most recently began serving as the Senior Executive Officer of Parent. Also, he has served as the Executive Director of Sales and Marketing, the Primary Care Business Development Division of Parent since August 2021. Previously, from May 2019 to August 2021, he served as the Senior Director of Sales and Marketing, Oncology Division of Parent.

Hiromu Habashita, Ph.D has served as the Deputy Executive Director of Discovery and Research of Parent since April 2019.

Shinji Takai, M.D., Ph.D has served as the Head of Medical Affairs of Parent since October 2018.

Masaki Itoh has served as the Division Director of Corporate Strategy and Planning, Business Management Division, Finance and Accounting of Parent since April 2023, and has served as the President of Ono Digital Health Investment, GK since March 2022. Previously, from May 2019 to April 2023, he served as the Senior Director of Corporate Planning Department of Parent.

Tatsuya Okamoto has served as the Executive Director of Clinical Development, Global Clinical Development Management Unit, Oncology Clinical Development Division of Parent since May 2024. Previously, from July 2023 to May 2024, he served as the Deputy Executive Director of Clinical Development, Oncology Clinical Development Division, NV Strategic Planning, Global Project Management, and Oncology Divisions, and from May 2019 to July 2023, he served as Senior Director of Clinical Development, Oncology Clinical Development Division of Parent.

Masayuki Tanigawa has served as the Executive Director of Corporate Development and Strategy of Parent since May 2019.

Takehiro Yamada has served as the Senior Director of the Risk and Compliance Management Department of Parent since January 2022. Previously, from October 2021 to January 2022, he served as the Senior Director of Human Resources Department of Parent and from May 2019 to October 2021, he served as the Division Director of Sales and Marketing Strategy Division of Parent.

The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of the Company or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary as follows:

The Depositary for the Offer is:

Computershare

By First Class, Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
PO Box 43011
Providence, RI 02940-3011

By Express or Overnight Delivery:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

1290 Avenue of the Americas, 9th Floor
New York, NY 10104

Shareholders, Banks and Brokers
Call Toll Free:
(866) 920-4406

Outside the U.S.
(781) 896-6945

Letter of Transmittal

to tender Shares of Common Stock
of

DECIPHERA PHARMACEUTICALS, INC.

Pursuant to the Offer to Purchase, dated May 13, 2024, by

TOPAZ MERGER SUB, INC.,
a wholly-owned subsidiary of

ONO PHARMACEUTICAL CO., LTD.

The undersigned represents that I (we) have full authority to surrender without restriction the shares and, if applicable, the certificate(s) listed below. You are hereby authorized and instructed to deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a check representing a cash payment for shares of common stock, par value $0.01 per share, of DECIPHERA PHARMACEUTICALS, INC. ("Deciphera") (collectively, the "Shares" and each holder of Shares, a "Stockholder" and, collectively, the "Stockholders") tendered pursuant to this Letter of Transmittal (as defined below), at a price of $25.60 per Share, (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in this related letter of transmittal (together with any amendments or supplements hereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:

Computershare

If delivering by mail, express mail, courier or any other expedited service:

By First Class, Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
PO Box 43011
Providence, RI 02940-3011

By Express or Overnight Delivery:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

Pursuant to the offer of Topaz Merger Sub, Inc. ("Purchaser") to purchase all of the outstanding Shares of Deciphera, the undersigned surrenders the following Shares of Deciphera and, if applicable, encloses herewith the following certificate(s) representing the same:

DESCRIPTION OF SHARES SURRENDERED					
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	**Shares Surrendered (attach additional list if necessary)**				
	Certificated Shares*				
	Certificate Number(s)*	**Total Number of Shares Represented by Certificate(s)**	**Number of Shares Surrendered ***	**Book Entry Shares Surrendered**	**DRIP shares to be tendered**
	Total Shares				
	* Unless otherwise indicated, it will be assumed that all shares of common stock represented by certificates described above are being surrendered hereby.				

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, GEORGESON LLC ("GEORGESON") TOLL FREE AT (866) 920-4406 OR AT (781) 896-6945 OUTSIDE THE UNITED STATES.

You have received this Letter of Transmittal in connection with the offer of Topaz Merger Sub, Inc. , a Delaware corporation ("Purchaser") and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("Parent"), to purchase all outstanding shares of common stock, par value $0.01 per share (collectively, the "Shares"), of DECIPHERA PHARMACEUTICALS, INC., a Delaware corporation ("Deciphera"), at a price of $25.60 per Share, (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in this related letter of transmittal (together with any amendments or supplements hereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer").

You should use this Letter of Transmittal to deliver to Computershare Trust Company, N.A. (the "Depositary") Shares represented by stock certificates, or held in book-entry form on the books of Deciphera, for tender. **If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you do not need to complete this Letter of Transmittal and instead must use an Agent's Message (as defined in Instruction 2 below) to tender your**

Shares. In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as "Certificate Stockholders," and stockholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Stockholders."

The Offer will expire at one minute after 11:59 p.m. New York City time on June 10, 2024 (the "Expiration Time"), unless we have extended the Offer in accordance with the terms of the Merger Agreement (as defined in the Offer to Purchase), in which event the term "Expiration Time" will mean the date and time to which the initial Expiration Time of the Offer is so extended.

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depositary prior to the Expiration Time or you cannot complete the book-entry transfer procedures prior to the Expiration Time, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name(s) of Registered Owner(s):

Window Ticket Number (if any) or DTC Participant Number:

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution which Guaranteed Delivery:

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Topaz Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("Parent"), the above-described shares of common stock, par value $0.01 per share (collectively, the "Shares"), of DECIPHERA PHARMACEUTICALS, INC., a Delaware corporation ("Deciphera"), at a price of $25.60 per Share, (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in this related letter of transmittal (together with any amendments or supplements hereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer").

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Time in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after the date hereof (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints Computershare Trust Company, N.A., (the "Depositary"), to (a) deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) present such Shares and any Distributions for transfer on the books of Deciphera, and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with power of substitution to the full extent of such stockholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Deciphera's stockholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or

desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. DELIVERY WILL BE DEEMED EFFECTIVE AND RISK OF LOSS AND TITLE WILL PASS FROM THE OWNER ONLY WHEN RECEIVED BY THE EXCHANGE AGENT. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under “Special Payment Instructions,” please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check (if applicable) for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under “Description of Shares Tendered.” In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled “Special Payment Instructions,” please credit any Shares tendered hereby or by an Agent’s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned.

Issue: ☐ Check and/or ☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

(Tax Identification or Social Security Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled “Description of Shares Tendered” above.

Deliver: ☐ Check(s) and/or ☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

IMPORTANT—SIGN HERE
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN, IRS Form W-8BEN-E or Other Applicable IRS Form W-8)

(Signature(s) of Stockholder(s))

(Signature(s) of Stockholder(s))

Dated:_____, 2024

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

_____
(Include Zip Code)

Area Code and Telephone Number: _____

Email Address: _____

Tax Identification or
Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____
(Include Zip Code)

Authorized Signature:

Name: _____
(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 2024

Place medallion guarantee in space below:

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures**. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). **Signatures** on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations**. This Letter of Transmittal is to be completed by stockholders if Share Certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase, an Agent's Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share **Certificates** representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book Entry Confirmation"), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent's Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at its address set forth herein prior to the Expiration Time. Please do not send your Share Certificates directly to Purchaser, Parent, or Deciphera.

Stockholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depositary prior to the Expiration Time or who cannot complete the procedures for book-entry transfer prior to the Expiration Time may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Time, and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depositary within one Nasdaq Global Select Market trading day after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depositary.

The term "Agent's Message" means a message, transmitted through electronic means by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH

DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. All questions as to validity, form and eligibility (including time of receipt) of the surrender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Purchaser reserves the absolute right to right to reject any and all tenders determined by the Purchaser not to be in proper form or the acceptance for payment of which may, in the opinion of Parent's and Purchaser's counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Purchaser, the Information Agent, the Depositary or any other person will be obligated to give notice of any defects or irregularities in any tender, nor will any of the foregoing incur any liability for failure to give any such notification. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Partial Tenders** (**Applicable to Certificate Stockholders Only**)**.** If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Time. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. **Signatures on Letter of Transmittal; Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or

Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. **Transfer Taxes.** Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be the responsibility of the stockholder and satisfactory evidence of the payment of such taxes, or exemption therefrom, may be required.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. **Special Payment and Delivery Instructions.** If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. **Requests for Assistance or Additional Copies.** Questions or requests for assistance may be directed to the Information Agent at its address and telephone number set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth below and will be furnished at Purchaser's expense.

9. **Backup Withholding.** Under U.S. federal income tax laws, the Depositary will be required to withhold a portion of the amount of any payments made to certain stockholders pursuant to the Offer or the Merger, as applicable. In order to avoid such backup withholding, each tendering stockholder or payee that is a U.S. person, (as defined below), must provide the Depositary with such stockholder's or payee's correct taxpayer identification number ("TIN") and certify that such stockholder or payee is not subject to such backup withholding by completing the attached Internal Revenue Service ("IRS") Form W-9. Certain stockholders or payees (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements. A tendering stockholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depositary the appropriate IRS Form W-8. An appropriate IRS Form W-8 may be obtained from the Depositary or downloaded from the IRS's website at the following address: *http://www.irs.gov.* Failure to complete the IRS Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made of the Offer Price pursuant to the Offer.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. **Lost, Destroyed, Mutilated or Stolen Share Certificates.** If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify Deciphera's stock transfer agent, Computershare Trust Company, N.A. at 1-877-373-6374. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. **Timing for Tenders by Brokers**. Notwithstanding the Expiration Time described above, brokers, dealers or other nominees should be aware that, due to the DTC's hours of operation, tenders of Shares held in street name cannot be processed with DTC if tendered after 6:00 p.m., New York City time. Brokers, dealers or other nominees are encouraged to plan accordingly to ensure that Shares held in street name are timely tendered within DTC's hours of operation.

12. **Waiver of Conditions.** Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, certain conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion as described in the Offer to Purchase.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a stockholder that is a non-exempt U.S. person (for U.S. federal income tax purposes) whose tendered Shares are accepted for payment, or whose Shares are converted in the Merger, is required by law to provide the Depositary (as payer) with such stockholder's correct TIN on IRS Form W-9 below. If such stockholder is an individual, the TIN is such stockholder's social security number. If the Depositary is not provided with the correct TIN, the stockholder may be subject to penalties imposed by the IRS and payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer, or converted in the Merger, may be subject to backup withholding.

If backup withholding applies, the Depositary is required to withhold 24% of any payments of the purchase price made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS provided that the required information is timely furnished to the IRS.

For purposes of these instructions, a "U.S. person" is a stockholder that, for U.S. federal income tax purposes, is (a) an individual who is a citizen or resident of the United States, (b) a corporation (including an entity taxable as a corporation) or partnership created under the laws of the United States or of any state of the District of Columbia, (c) an estate the income of which is subject to U.S. federal income tax regardless of its source or (d) a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons (within the meaning of Section 7701(a)(30) of the Code) have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

IRS Form W-9/IRS Form W-8

To prevent backup withholding on payments that are made to a U.S. stockholder with respect to Shares purchased pursuant to the Offer or converted in the Merger, as applicable, the stockholder is required to notify

the Depositary of such stockholder's correct TIN by completing IRS Form W-9 certifying, under penalties of perjury, (i) that the TIN provided on IRS Form W-9 is correct (or that such stockholder is awaiting a TIN), (ii) that such stockholder is not subject to backup withholding because (a) such stockholder has not been notified by the IRS that such stockholder is subject to backup withholding as a result of a failure to report all interest or dividends, (b) the IRS has notified such stockholder that such stockholder is no longer subject to backup withholding or (c) such stockholder is exempt from backup withholding, and (iii) that such stockholder is a U.S. person.

For a nonresident alien or foreign entity to qualify as exempt from backup withholding, such person must submit an appropriate and properly completed IRS Form W-8, signed under penalties of perjury attesting as to such exempt status, or otherwise establish an exemption from backup withholding. Such forms may be obtained from the IRS website: www.irs.gov.

What Number to Give the Depositary

Each U.S. stockholder is generally required to give the Depositary its TIN. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write "Applied For" in Part I, sign and date the IRS Form W-9. Notwithstanding that "Applied For" is written in Part I, the Depositary will withhold 24% of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary. Such amounts will be refunded to such surrendering stockholder if a TIN is provided to the Depositary within 60 days. We note that your IRS Form W-9, including your TIN, may be transferred from the Depositary to the Paying Agent, in certain circumstances.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E or another version of IRS Form W-8 to claim exemption from backup withholding, or contact the Depositary.

Form **W-9**

(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See **Specific Instructions** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled- out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for…	THEN the payment is exempt for…
Interest and dividend payments	All exempt payees except for 7.
● Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
● Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
● Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
● Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a). J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
[2] Circle the minor's name and furnish the minor's SSN.
[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.
** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer is:

By First Class, Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
PO Box 43011
Providence, RI 02940-3011

By Express or Overnight Delivery:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

1290 Avenue of the Americas, 9th Floor
New York, NY 10104

Shareholders, Banks and Brokers
Call Toll Free:
(866) 920-4406

Outside the U.S.
(781) 896-6945

NOTICE OF GUARANTEED DELIVERY
to Tender Shares of Common Stock
of

Deciphera Pharmaceuticals, Inc.
at

$25.60 net per share in cash, pursuant to the Offer to Purchase, dated May 13, 2024,

by
Topaz Merger Sub, Inc.
a wholly-owned subsidiary of

Ono Pharmaceutical Co., Ltd.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if the certificates for shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation ("Deciphera") and any other documents required by the Letter of Transmittal (as defined below) cannot be delivered to Computershare Trust Company, N.A., the depositary for the Offer (the "Depositary"), or the procedure for delivery by book-entry transfer cannot be completed, in each case prior to the expiration of the Offer. Such form may be delivered via email or mail to the Depositary. See Section 3 of the Offer to Purchase (as defined below).

The Depositary for the Offer is:

Computershare

By Mail:

Computershare Trust Company, N.A.
Voluntary Offers
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Mail:

Computershare Trust Company, N.A
Voluntary Offers
150 Royall Street, Suite V
Canton, MA 02021

***Via Email*:**
(For Eligible Institutions Only)
canoticeofguarantee@computershare.com

Please Note: Only brokers can deliver this Notice of Guarantee via email

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OR EMAIL OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal. **Do not send share certificates with this notice. Share certificates should be sent with your Letter of Transmittal.**

Ladies and Gentlemen:

The undersigned hereby tenders to TOPAZ MERGER SUB, INC., a Delaware corporation and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*), upon the terms and subject to the conditions described in the Offer to Purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal"), receipt of which is hereby acknowledged, shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares and Certificate No(s)
(if available)

_____

_____

☐ Check here if Shares will be tendered by book-entry transfer.

Name of Tendering Institution: _____

DTC Account Number: _____

Dated: _____

Name(s) of Record Holder(s):

_____

(Please type or print)

_____

Address(es): _____

(Zip Code)

Area Code and Telephone No.: _____

(Daytime telephone number)

Signature(s): _____

Notice of Guaranteed Delivery

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a financial institution that is a member in good standing of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP), or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), guarantees (i) that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Exchange Act ("Rule 14e-4)", (ii) that such tender of Shares complies with Rule 14e-4 and (iii) the delivery to the Depositary of (x) the certificates for all such tendered Shares or (y) a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) in the case of a book-entry delivery, together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and with any required signature guarantee (or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery) and any other required documents, all within one New York Stock Exchange trading day of the date hereof. Participants tendering their Shares should notify the Depositary prior to covering through the submission of a physical security directly to the Depositary based on a guaranteed delivery that was submitted via DTC's PTOP platform.

Name of Firm:	
Address:	
	(Zip Code)
Area Code and Telephone No.:	
	(Authorized Signature)
Name:	
	(Please type or print)
Title:	
Date:	

DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE.
CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Deciphera Pharmaceuticals, Inc.
at

$25.60 net per share in cash,
pursuant to the Offer to Purchase, dated May 13, 2024,

by

Topaz Merger Sub, Inc.,
a wholly-owned subsidiary of
ONO PHARMACEUTICAL CO., LTD.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

May 13, 2024

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Topaz Merger Sub, Inc. ("Purchaser"), a Delaware corporation and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("Parent"), to act as Information Agent in connection with Purchaser's offer to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation ("Deciphera" or the "Company"), at a price of $25.60 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

YOUR PROMPT ACTION IS REQUIRED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

The Board of Directors of Deciphera recommends that its stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

The Offer is not subject to any financing condition. The Offer is conditioned upon, among other things, the satisfaction of the following conditions: (i) there shall have been validly tendered (and not validly withdrawn prior to the Expiration Time (as defined below) Shares that, considered together with all other Shares beneficially owned by Parent and its controlled affiliates but excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the General Corporation Law of the State of Delaware (the "DGCL")), represent one more Share than 50% of the total number of Shares outstanding at the time of the expiration of the Offer; (ii) the waiting period (or any extension thereof) applicable to the consummation of the Offer and the Merger (as defined below) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated; and (iii) no applicable international, multinational, national, regional, federal, territorial, domestic, state or local governmental authority

(including any government and any governmental agency, instrumentality, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body legally entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature of competent and applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any writ, judgment, injunction, consent, order or decree or statute, law (including common law), regulation, rule, ordinance or code issued, enacted, adopted, promulgated, implemented or otherwise put into effect that is in effect and restrains, enjoins or otherwise prohibits consummation of the Offer or the Merger; the representations and warranties of the Company contained in the Merger Agreement (as defined below) shall be accurate, subject to customary materiality thresholds and exceptions; the Company shall have performed or complied in all material respects with its covenants and agreements contained in the Merger Agreement; since the date of the Merger Agreement, there shall not have occurred and be continuing any Company Material Adverse Effect (as defined in the Merger Agreement); and the Merger Agreement shall not have been terminated in accordance with its terms.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

4. A return envelope addressed to Computershare Trust Company, N.A. (the "Depositary") for your use only.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, Purchaser will be merged with and into the Company without a vote of the Company's stockholders in accordance with Section 251(h) of the DGCL, and the Company will be the surviving corporation and a wholly owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger").

Purchaser will not pay any fees or commissions to any broker, dealer or other person (other than the Information Agent or the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, banks, trust companies and other nominees for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

In order to accept the Offer, a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and any other required documents, should be sent to the Depositary no later than one minute after 11:59 p.m., New York City time, on June 10, 2024, unless the offer is extended pursuant to the terms of the Merger Agreement (such date and time, as it may be extended in accordance with the terms of the Merger Agreement, the "Expiration Time").

Notwithstanding the Expiration Time described above, brokers, dealers or other nominees should be aware that, due to the hours of operation of The Depository Trust Company ("DTC"), tenders of Shares held in street name cannot be processed with DTC if tendered after 6:00 p.m., New York City time. Brokers, dealers or other nominees are encouraged to plan accordingly to ensure that Shares held in street name are timely tendered within DTC's hours of operation.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from the Information Agent, at the addresses and telephone numbers set forth below.

Very truly yours,

1290 Avenue of the Americas, 9th Floor
New York, NY 10104

Shareholders, Banks and Brokers
Call Toll Free:
(866) 920-4406

Outside the U.S.
(781) 896-6945

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL APPOINT YOU AS AN AGENT OF PURCHASER, PARENT, THE INFORMATION AGENT OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED HEREIN AND THEREIN

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Deciphera Pharmaceuticals, Inc.
at

$25.60 net per share in cash,
pursuant to the Offer to Purchase, dated May 13, 2024,

by
Topaz Merger Sub, Inc.,
a wholly-owned subsidiary of
ONO PHARMACEUTICAL CO., LTD.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

May 13, 2024

To Our Clients:

Enclosed for your consideration are the offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer") in connection with the Offer by Topaz Merger Sub, Inc. ("Purchaser"), a Delaware corporation and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation ("Deciphera" or the "Company"), at a price of $25.60 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and the related Letter of Transmittal.

The Board of Directors of Deciphera recommends that its stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. **The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.**

IF YOU ARE THE HOLDER OF RECORD OF ANY SHARES OF DECIPHERA, YOU MUST COMPLETE A LETTER OF TRANSMITTAL THAT IS BEING PROVIDED TO YOU SEPARATELY TO TENDER SUCH SHARES.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Your attention is directed to the following:

1. The tender price is $25.60 per Share, net to you in cash, without interest thereon and less any applicable withholding taxes.

2. The Offer is being made for any and all outstanding Shares.

3. The Offer and withdrawal rights expire at one minute after 11:59 p.m., New York City time, on June 10, 2024, unless the offer is extended or earlier terminated (such date and time, as it may be extended in accordance with the terms of the Merger Agreement (as defined herein), the "Expiration Time").

4. The Offer is not subject to any financing condition. The Offer is conditioned upon, among other things, the satisfaction of the following conditions: (i) there shall have been validly tendered (and not validly withdrawn prior to the Expiration Time (as defined below) Shares that, considered together with all other Shares beneficially owned by Parent and its controlled affiliates but excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the General Corporation Law of the State of Delaware (the "DGCL")), represent one more Share than 50% of the total number of Shares outstanding at the time of the expiration of the Offer; (ii) the waiting period (or any extension thereof) applicable to the consummation of the Offer and the Merger (as defined below) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated; and (iii) no applicable international, multinational, national, regional, federal, territorial, domestic, state or local governmental authority (including any government and any governmental agency, instrumentality, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body legally entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature of competent and applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any writ, judgment, injunction, consent, order or decree or statute, law (including common law), regulation, rule, ordinance or code issued, enacted, adopted, promulgated, implemented or otherwise put into effect that is in effect and restrains, enjoins or otherwise prohibits consummation of the Offer or the Merger; the representations and warranties of the Company contained in the Merger Agreement (as defined below) shall be accurate, subject to customary materiality thresholds and exceptions; the Company shall have performed or complied in all material respects with its covenants and agreements contained in the Merger Agreement; since the date of the Merger Agreement, there shall not have occurred and be continuing any Company Material Adverse Effect (as defined in the Merger Agreement); and the Merger Agreement shall not have been terminated in accordance with its terms.

5. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, Purchaser will be merged with and into the Company without a vote of the Company's stockholders in accordance with Section 251(h) of the DGCL, and the Company will be the surviving corporation and a wholly owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger").

6. After careful consideration, Deciphera's board of directors has unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger (the "Transactions"), (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

7. Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A. (the "Depositary") will not be obligated to pay brokerage fees, commissions or similar expenses or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form.

Your prompt action is requested. Your instruction form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Time.

In all cases, Purchaser will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) (a) the certificates evidencing such Shares (the "Share Certificates") or (b) confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of certain book-entry transfers, an Agent's Message (as described in the Offer to Purchase) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. For a description of the procedure for tendering Shares pursuant to the Offer, see Section 3—"Procedures for Accepting the Offer and Tendering Shares" in the Offer to Purchase.

Instruction Form with Respect to
Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Deciphera Pharmaceuticals, Inc.
at

$25.60 net per share in cash, pursuant to the Offer to Purchase, dated May 13, 2024,

by
Topaz Merger Sub, Inc.
a wholly-owned subsidiary of
ONO PHARMACEUTICAL CO., LTD.

The undersigned acknowledge(s) receipt of your letter and the enclosed offer to purchase, dated May 13, 2024 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal") in connection with the offer by Topaz Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*), to purchase all of the outstanding shares of common stock, par value $.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation, at a price of $25.60 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase and the related Letter of Transmittal.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

☐ **Check this box to tender all of the undersigned's Shares**

If the undersigned wishes to tender some, but not all, of the undersigned's Shares, please indicate that number below:

_____ Shares*

Dated _____, 2024

* Unless otherwise indicated, it will be assumed that all Shares held for the undersigned's account are to be tendered.

SIGN HERE

_____
Signature(s)

_____
Name(s)

_____
Address(es)

_____
Zip Code

SUMMARY ADVERTISEMENT

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase, dated May 13, 2024, and the related Letter of Transmittal and any amendments or supplements thereto. Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, Purchaser cannot comply with the state statute, Purchaser will not make the Offer to, nor will tenders be accepted from or on behalf of, the holders of Shares in that state. Except as set forth above, the Offer is being made to all holders of Shares.

Notice of Offer to Purchase
All Outstanding Shares of Common Stock
of
Deciphera Pharmaceuticals, Inc.
at

$25.60 Net Per Share in Cash,
pursuant to the Offer to Purchase, dated May 13, 2024,

by
Topaz Merger Sub, Inc.,
a wholly-owned subsidiary of
ONO PHARMACEUTICAL CO., LTD.

Topaz Merger Sub, Inc., (the "Purchaser") a Delaware corporation and a wholly-owned subsidiary of Ono Pharmaceutical Co., Ltd., a Japanese company (*kabushiki kaisha*) ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of Deciphera Pharmaceuticals, Inc., a Delaware corporation (the "Company"), at a price of $25.60 per share (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions described in the Offer to Purchase (together with any amendments or supplements thereto, the "Offer to Purchase") and in the related letter of transmittal that accompanies the Offer to Purchase (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 10, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is not subject to any financing condition. The Offer is conditioned upon, among other things, the satisfaction of the following conditions: (i) there shall have been validly tendered (and not validly withdrawn prior to the Expiration Time (as defined below) Shares that, considered together with all other Shares beneficially owned by Parent and its controlled affiliates but excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received" (as such term is defined in Section 251(h)(6)(f) of the General Corporation Law of the State of Delaware (the "DGCL")), represent one more Share than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "Minimum Condition"); (ii) the waiting period (or any extension thereof) applicable to the consummation of the Offer and the Merger (as defined below) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated; and (iii) no applicable international, multinational, national, regional, federal, territorial, domestic, state or local

governmental authority (including any government and any governmental agency, instrumentality, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body legally entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature of competent and applicable jurisdiction shall have enacted, issued, promulgated, enforced or entered any writ, judgment, injunction, consent, order or decree or statute, law (including common law), regulation, rule, ordinance or code issued, enacted, adopted, promulgated, implemented or otherwise put into effect that is in effect and restrains, enjoins or otherwise prohibits consummation of the Offer or the Merger; the representations and warranties of the Company contained in the Merger Agreement (as defined below) shall be accurate, subject to customary materiality thresholds and exceptions; the Company shall have performed or complied in all material respects with its covenants and agreements contained in the Merger Agreement; since the date of the Merger Agreement, there shall not have occurred and be continuing any Company Material Adverse Effect (as defined in the Merger Agreement); and the Merger Agreement shall not have been terminated in accordance with its terms.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of April 29, 2024 (as it may be amended or supplemented from time to time in accordance with its terms, the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, Purchaser will be merged with and into the Company without a vote of the Company's stockholders in accordance with Section 251(h) of the DGCL, and the Company will be the surviving corporation and a wholly owned subsidiary of Parent (such corporation, the "Surviving Corporation" and such merger, the "Merger"). At the effective time of the Merger (the "Effective Time"), all then outstanding Shares (other than (i) Shares held by the Company (or held in the treasury of the Company), (ii) Shares held by Parent, Purchaser or any of their direct or indirect subsidiaries, (iii) Shares irrevocably accepted for payment in the Offer and (iv) Shares held by stockholders who are entitled to appraisal rights under Section 262 of the DGCL and have properly exercised and perfected their demands for appraisal of such Shares in the time and manner provided in Section 262 of the DGCL and have neither withdrawn nor lost such rights as of the Effective Time), will be canceled and converted into the right to receive consideration equal to the Offer Price, net to the holder in cash, without interest thereon and less any applicable withholding taxes. **Under no circumstances will interest be paid on the Offer Price, regardless of any extension of the Offer or any delay in making payment for Shares.**

After careful consideration, the Company's board of directors has unanimously (i) approved, adopted and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger (the "Transactions"), (ii) determined that the Transactions, including the Offer and Merger, are in the best interests of the Company and its stockholders, (iii) determined that the Merger will be effected under Section 251(h) of the DGCL, and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquiring corporation owns at least the amount of shares of each class of stock of the target corporation that would otherwise be required to adopt a merger agreement for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect a merger without a vote of the stockholders of the target corporation. Accordingly, if the Minimum Condition is satisfied, then as soon as practicable following the consummation of the Offer, upon the terms and conditions set forth in the Merger Agreement, the parties intend to effect the closing of the Merger without a vote of the stockholders of the Company in accordance with Section 251(h) of the DGCL. Accordingly, the parties do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

Parent and the Purchaser have agreed in the Merger Agreement that, subject to their rights to terminate the Merger Agreement in accordance with its terms:

- if, at the then scheduled Expiration Time, the Minimum Condition has not been satisfied or any of the other Offer Conditions (as defined in the Merger Agreement) has not been satisfied, or waived by

Parent or Purchaser if permitted by the Merger Agreement, then, upon the Company's written request, Purchaser will (and Parent will cause Purchaser to) extend the Offer for one (1) or more occasions in consecutive increments of up to ten (10) business days each, or for such longer period as the parties may agree, in order to permit the satisfaction of such Offer Conditions (subject to the right of Parent or Purchaser to waive any Offer Conditions, other than the Minimum Condition); provided that Purchaser is not required to extend the Offer beyond the earlier to occur of (i) the valid termination of the Merger Agreement and (ii) the End Date (defined in the Merger Agreement as January 29, 2025, or as March 1, 2025 in the event the End Date has been extended as provided in the Merger Agreement); and

- Purchaser will (and Parent will cause Purchaser to) extend the Offer for any period required by applicable law, or any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "SEC") or its staff or the Nasdaq Stock Market LLC or its staff or to the extent necessary to resolve any comments of the SEC or its staff applicable to the Offer.

This transaction has not been approved or disapproved by the SEC or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of the transaction or upon the accuracy or adequacy of the information contained in the Offer to Purchase. Any representation to the contrary is a criminal offense.

Purchaser expressly reserves the right to (i) waive, to the extent permitted under applicable legal requirements, any Offer Condition and (ii) make any other changes in the terms and conditions of the Offer that are not inconsistent with the terms of the Merger Agreement, except that the Company's prior written approval is required for Parent or Purchaser to (i) amend, modify or waive the Minimum Condition; (ii) decrease the number of Shares sought to be purchased by Purchaser in the Offer; (iii) reduce the Offer Price except as required or provided by the terms of the Merger Agreement; (iv) accelerate, extend or otherwise change the Expiration Time of the Offer except as required or provided by the terms of the Merger Agreement or terminate or withdraw the Offer (except upon a valid termination of the Merger Agreement pursuant to the terms set forth therein); (v) change the form of consideration payable in the Offer; (vi) impose any condition to the Offer in addition to the Offer Conditions set forth in Section 17—"Certain Conditions to the Offer" in the Offer to Purchase; (vii) amend, modify or supplement any of the terms of the Offer in any manner that adversely affects, or could reasonably be expected to have an adverse effect on, any of the holders of Shares (in its capacity as such); or (viii) take any action (or fail to take any action) that would result in the Merger not being permitted to be effected pursuant to Section 251(h) of the DGCL.

The Offer will expire at one minute after 11:59 p.m., New York City time, on June 10, 2024, unless the Offer is extended pursuant to the terms of the Merger Agreement (such date and time, as it may be extended in accordance with the terms of the Merger Agreement, the "Expiration Time") or the Offer is earlier terminated.

Subject to the satisfaction or waiver of all the Offer Conditions set forth in Section 17—"Certain Conditions to the Offer" in the Offer to Purchase, Purchaser will accept for payment, and pay for, all Shares that are validly tendered and not validly withdrawn pursuant to the Offer promptly (within the meaning of Section 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) after the Expiration Time (as it may be extended in accordance with the Merger Agreement) (or, at Parent's election, concurrently with the Expiration Time if all conditions to the Offer have been satisfied or waived) (such time of acceptance, the "Acceptance Time"). Purchaser will promptly (and in any event within one business day after the Acceptance Time) instruct the Depositary to pay for all Shares validly tendered (and not validly withdrawn) in the Offer. For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not validly withdrawn as, if and when Purchaser gives oral or written notice to Computershare Trust Company, N.A. (the "Depositary") of its acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as paying agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for

payment pursuant to the Offer for any reason, then, without prejudice to stockholders' rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on its behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in the Offer to Purchase and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will Purchaser pay interest on the purchase price for Shares by reason of any extension of the Offer or any delay in making such payment for Shares.**

In all cases, Purchaser will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) (a) the certificates evidencing such Shares (the "Share Certificates") or (b) confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of certain book-entry transfers, an Agent's Message (as described in the Offer to Purchase) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. For a description of the procedure for tendering Shares pursuant to the Offer, see Section 3—"Procedures for Accepting the Offer and Tendering Shares" in the Offer to Purchase.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after July 12, 2024, which is the 60th day after the date of the commencement of the Offer. For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as described in the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares. Withdrawals of Shares may not be rescinded, and any Shares validly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in the Offer to Purchase at any time prior to the Expiration Time.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and Purchaser's determination shall be final and binding. Purchaser also reserves the absolute right to reject any and all tenders determined by the Purchaser not to be in proper form or the acceptance for payment of which may, in the opinion of Parent's and Purchaser's counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Parent, Purchaser, the Depositary, Georgeson LLC (the "Information Agent") or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notice.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act, is contained in the Offer to Purchase and is incorporated herein by reference.

In general, the receipt of cash in exchange for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. See Section 5—"Material U.S. Federal Income Tax

Consequences" in the Offer to Purchase. **Each holder of Shares should consult its own tax advisor to determine the tax consequences to it of participating in the Offer in light of its particular circumstances (including the application and effect of any state, local or non-U.S. income and other tax laws).**

The Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully and in their entirety before any decision is made with respect to the Offer. The Company has provided Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to Purchase, the related Letter of Transmittal and other related materials to holders of Shares. The Offer to Purchase and related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

Questions or requests for assistance may be directed to the Information Agent at its telephone number and address set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal and all other tender offer materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at Purchaser's expense. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

1290 Avenue of the Americas, 9th Floor New York, NY 10104
Shareholders, Banks and Brokers Call Toll Free: 888-293-6812

May 13, 2024

Exhibit (b)

Execution Version

CONFIDENTIAL

April 29, 2024

Ono Pharmaceutical Co., Ltd.
8-2, KYUTAROMACHI 1-CHOME, CHUO-KU, OSAKA, 541-8564, JAPAN
Attn: Toshihiro Tsujinaka

Project Topaz
Commitment Letter

Ladies and Gentlemen:

You have advised Bank of America, National Association ("***Commitment Party***", "***we***", "***us***" or "***our***") that Ono Pharmaceutical Co., Ltd., a company incorporated under the laws of Japan and listed on the Tokyo Stock Exchange (the "***Borrower***", "***you***" or "***your***") intends, through Topaz Merger Sub, Inc. , a wholly owned subsidiary incorporated under the laws of the state of Delaware, USA ("***MergerSub***") to acquire (the "***Acquisition***") 100% of Deciphera Pharmaceuticals, Inc. (a corporation organized under the laws of the state of Delaware, USA that is listed on the NASDAQ) (the "***Target***"). You have further advised us that, in connection with the foregoing, you intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description or the Term Sheet attached hereto as Exhibit B (the "***Term Sheet***"; this commitment letter and the Transaction Description, collectively, the "***Commitment Letter***").

You have further advised us that, in connection therewith, you intend to obtain a JPY 100,000,000,000 senior unsecured term bridge loan facility (the "***Facility***").

1. Senior Facility Commitments.

We are pleased to advise you of our commitment to underwrite and provide 100% of the Facility (in such capacity, the "***Underwriter***", which may also be referred to as the Commitment Party, we, us or our in such capacity) on the terms set forth herein and subject only to the conditions expressly described in Section 6 *(Conditions)* of this Commitment Letter.

2. Titles and Roles.

It is agreed that we will act as a mandated lead arranger and bookrunner (in such capacity, the "***MLAB***") and facility agent (in such capacity, the "***Facility Agent****")* for the Facility. Except as set forth below, you agree that no other agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Commitment Letter and any fee letter to be entered into between the Commitment Party and the Borrower (the "***Fee Letter***")) will be paid by you or any of your affiliates to any Lender (as defined below) in order to obtain its commitment to participate in the Facility unless we shall so agree. During the period commencing on the date of this Commitment Letter and ending on the Syndication Date, we may appoint any Approved Lender, upon execution by such Approved Lender (defined below) of the Senior Facility Agreement (as defined below), as an additional mandated lead arranger, lead arranger, arranger, co-arranger, bookrunner, co-bookrunner, manager or co-manager or confer other titles in respect of the Facility in accordance with the Syndication Strategy (as defined below). It is further agreed that the MLAB shall be listed in the Information Memorandum (as defined below) and all other marketing and publicity materials in respect of the Facility.

3. Syndication.

The MLAB intends to syndicate the Facility to a group of banks, financial institutions and other institutional lenders and investors (the *"**Approved Lenders**";* together with the Underwriter, the "***Lenders***").

Without limiting your obligations to assist with syndication efforts as set forth herein, it is understood that the Underwriter's commitments hereunder in respect of the Facility are not conditioned upon the syndication of or receipt of commitments or participations in respect of, the Facility and in no event shall the commencement or successful completion of syndication of the Facility constitute a condition to the availability of the Facility during the Availability Period (including on the Closing Date (as defined below)), and the Underwriter shall not be relieved, released or novated from its obligations hereunder (including its obligations to fund the Facility on the Closing Date) in connection with any syndication, assignment or participation of the Facility, including its commitments in respect thereof, until the initial funding of the Facility has occurred on the Closing Date, (b) no assignment or novation shall become effective with respect to all or any portion of its commitments in respect of the Facility until the initial funding of the Facility has occurred on the Closing Date, and (c) unless you agree in writing, the Underwriter shall retain exclusive control over all rights and obligations with respect to its commitments, including all rights with respect to consents, modifications, waivers and amendments, until the Closing Date has occurred.

You agree to actively assist the MLAB until the earlier to occur of (i) the date that is 3 calendar months after the date of commencement of syndication of the Facility by the MLAB as notified to you and (ii) a Successful Syndication (as defined in the Fee Letter), or such other date as we may agree with you from time to time (such date, the *"**Syndication Date**")* in completing a timely syndication of the Facility that is reasonably satisfactory to us. Such assistance shall include, without limitation, (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your existing lending and investment banking relationships and the existing lending and investment banking relationships of your affiliates, (b) direct contact between senior management, certain representatives and certain advisors of you and your affiliates, on the one hand, and the proposed Lenders, on the other hand (and your using commercially reasonable efforts to arrange, to the extent practical and appropriate and in all instances not in contravention of the terms of the Merger Agreement as in effect on the date hereof, such contact between senior management of the Target and its subsidiaries, on the one hand, and the proposed Lenders, on the other hand), in all such cases at times and locations to be mutually agreed upon, (c) your and your affiliates' assistance (including the use of commercially reasonable efforts to cause, to the extent practical and appropriate and in all instances not in contravention of the terms of the Merger Agreement as in effect on the date hereof, the Target and its subsidiaries to assist) in the preparation of the Information Materials (as defined below) and the issuance of any and all authorization letters to the extent necessary and required, (d) the hosting, with the MLAB, of a reasonable number of meeting(s) (or conference call(s)) of prospective Lenders at times and locations to be mutually agreed upon and (e) your ensuring (and with respect to the Target and its subsidiaries, to the extent not in contravention of the terms of the Merger Agreement as in effect on the date hereof, your using commercially reasonable efforts to ensure) that there shall be no competing issues, offerings, placements or arrangements of debt securities or syndicated commercial bank or other syndicated credit facilities of the Borrower or any of its subsidiaries or the Target or any of its subsidiaries being offered, placed or arranged (other than the Facility) if such debt securities or syndicated commercial bank or other syndicated credit facilities would materially impair the primary syndication of the Facility (it is understood and agreed that in the case of the Target and its subsidiaries, other indebtedness permitted to be incurred by the Target and its subsidiaries under the Merger Agreement will not be deemed to materially impair the primary syndication of the Facility).

The MLAB agrees that the syndication of the Facility shall be managed in all respects in accordance with the syndication strategy determined by the MLAB, including decisions as to when the Approved Lenders will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount, distribution of fees among the Lenders and the titles to be awarded to the participating Approved Lenders (the *"**Syndication Strategy**")*. To assist the MLAB in its syndication efforts of the Facility, you agree to promptly prepare and provide (and to use commercially reasonable

efforts to cause your subsidiaries and, to the extent practical and appropriate and in all instances not in contravention of the terms of the Merger Agreement as in effect on the date hereof, the Target and its subsidiaries to provide) to the MLAB customary information with respect to the Borrower, the Target and their respective subsidiaries and the Transactions as required or desirable to prepare the Information Materials (as defined below) and the Projections (as defined below). For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon (so long as such obligations are not entered into in contemplation of this information assistance requirement of this Commitment Letter), or waive any privilege that may be asserted by, you, the Target or any of your or their respective subsidiaries or affiliates (in which case you agree to use commercially reasonable efforts to have any such confidentiality obligation waived, and otherwise in all instances, to the extent practicable and not prohibited by applicable law, rule or regulation, promptly notify us that information is being withheld pursuant to this sentence).

In connection with the Facility, you hereby acknowledge that the MLAB will make available Projections (as defined below) and other customary marketing materials and presentations authorized by the Borrower to be distributed to the Approved Lenders, including a customary confidential information memorandum to be used in connection with the syndication of the Facility (the *"**Information Memorandum**") (*such Projections, other marketing materials and presentations and the Information Memorandum, collectively, the *"**Information Materials**")* on a confidential basis to the Approved Lenders in accordance with the Syndication Strategy and that they may do so by posting the Information Materials on a secure virtual data room (or by similar electronic means).

Notwithstanding anything to the contrary contained in this Commitment Letter, the Term Sheet or the Fee Letter, (i) the compliance with any of the provisions set forth in this Section 3 shall not constitute a condition precedent to the commitments and obligations of the Underwriter hereunder or the funding of the Facility on the Closing Date or any time thereafter and (ii) neither the commencement nor the completion of the syndication of the Facility shall constitute a condition precedent to the commitments and obligations of the Underwriter hereunder or the funding of the Facility on the Closing Date or any time thereafter.

4. Information.

You hereby represent and warrant that (but the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or the funding of the Facility on the Closing Date) (a) all written information and written data (such information and data, other than (i) the customary financial estimates, forecasts and other projections with respect to the Borrower and the Target and their respective subsidiaries (including on a pro forma basis for the Transactions) delivered to us by you (such estimates, forecasts and other projections, the "***Projections***") and (ii) information of a general economic or industry specific nature, the "***Information***") (in the case of any Information regarding the Target and its subsidiaries and its and their respective businesses prior to the Closing Date, to the best of your knowledge), that has been or will be made available to the Commitment Party directly or indirectly by you, the Target or by any of your or its subsidiaries or representatives, in each case, on your behalf in connection with the transactions contemplated hereby, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit (or will omit) as of such time to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) the Projections that have been made available to the Commitment Party by you or by any of your subsidiaries or representatives, in each case, on your behalf in connection with the transactions contemplated hereby have been, or will be, prepared in good faith based upon assumptions that are believed by you to be reasonable at the time prepared and at the time the related Projections are so furnished to the Commitment Party; it being understood that the Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, including in the context of the Transactions, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the

projected results and such differences may be material. The representations and warranties set out in this paragraph are deemed to be made by you by reference to the facts and circumstances then existing commencing on the date of this Commitment Letter and you agree that, if at any time prior to the later of the date of the signing of a definitive facility agreement for this Transaction (the "***Senior Facility Agreement***") and the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and the Projections were being furnished, and such representations and warranties were being made, at such time, then you will (or, with respect to the Information and Projections relating to the Target and its subsidiaries prior to the Closing Date, will use commercially reasonable efforts to) promptly supplement the Information and the Projections such that such representations and warranties are correct in all material respects (with respect to information provided by or relating to the Target and its subsidiaries prior to the Closing Date, to the best of your knowledge) under those circumstances. Neither the accuracy of the foregoing representations and warranties, whether or not cured, nor the provision of any supplement to the Information or Projections required above shall, in any such case, be a condition to the commitments and obligations of the Underwriter hereunder or the funding of the Facility on the Closing Date. In arranging and syndicating the Facility, the Commitment Party (i) will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof and (ii) assume no responsibility for the accuracy or completeness of the Information or the Projections.

5. Fees.

As consideration for the commitments and agreements of the Underwriter hereunder and for the agreement of the MLAB to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Term Sheet and/or the Fee Letter if and to the extent payable.

Once paid, such fees shall not be refundable under any circumstances, except as expressly set forth herein or therein or as otherwise separately agreed to in writing by you and us.

6. Certain funds; conditionality.

The commitments and agreements of the Underwriter hereunder to fund the Facility on the date of consummation of the Acquisition or such later date the parties may agree from time to time (the "***Closing Date***") and the agreements of the MLAB to perform the services described herein are subject solely to the conditions set forth in the section entitled *"Initial Conditions Precedent"* in the Term Sheet (such conditions collectively, the "***Specified Conditions***"), and upon satisfaction (or waiver by the Commitment Party) of such Specified Conditions, we will make available the funding of the Facility during the Availability Period; it being understood that there are no other conditions (implied or otherwise) to the commitments and agreements of the Underwriter hereunder or the funding of the Facility on the Closing Date, including, without limitation, compliance with the terms of this Commitment Letter, the Fee Letter and the Finance Documents.

Notwithstanding anything to the contrary in this Commitment Letter (including the Term Sheet and each of the other exhibits and documents attached hereto), the Fee Letter, the Finance Documents or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations and warranties relating to you or the Target or your or their respective subsidiaries or businesses or otherwise, the accuracy of which shall be a condition to the availability and funding of the Facility on the Closing Date shall be (x) the Major Representations (as defined in the Term Sheet) made in the Finance Documents, and (y) the Specified Merger Agreement Representations (as defined in the Term Sheet) and (ii) the terms of the Finance Documents shall be in a form such that they do not impair the availability, funding or effectiveness of the Facility during the Availability Period if the Specified Conditions are satisfied (or waived); *provided*, *that*, it being understood and agreed that no security interests, collateral or guarantees are granted or provided under the Facility or the Finance Documents. Notwithstanding anything to the contrary contained herein, if any of the Major Representations are qualified by, or subject to, "material adverse effect,", "material adverse change" or similar term or qualification with respect to the Target or any of its subsidiaries, the definition thereof

shall be deemed to be the same as the definition of "Company Material Adverse Effect" in the Merger Agreement for purposes of determining the accuracy of any of the Major Representations with respect to the Target or any subsidiary thereof as of the Closing Date, in each case, to the extent any Major Representation concerns or refers to the Target or any subsidiary thereof. This paragraph, and the provisions herein, shall be referred to as the "***Limited Conditionality Provisions***".

7. Indemnity.

To induce the Commitment Party to enter into this Commitment Letter and the Fee Letter and to proceed with the Finance Documents, you agree (a) to indemnify and hold harmless the Commitment Party, its respective affiliates and the respective officers, directors, employees, agents, controlling persons, advisors and other representatives of each of the foregoing and their successors and permitted assigns (other than Lenders that are not the Underwriter) (each, an "***Indemnified Person***"), from and against any and all losses, claims, damages and liabilities of any kind or nature and out-of-pocket fees and expenses, joint or several, to which any such Indemnified Person may become subject to the extent arising out of, resulting from, or in connection with any actual or threatened claim, litigation, investigation or proceeding (including any inquiry or investigation) in connection with this Commitment Letter (including the Term Sheet), the Fee Letter, the Transactions or any related transaction contemplated hereby or thereby, the Facility or any use of the proceeds thereof (any of the foregoing, a "***Proceeding***"), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates or creditors or any other third person, and to promptly reimburse after receipt of a written request, each such Indemnified Person for any out-of-pocket legal fees and expenses incurred in connection with investigating or defending any of the foregoing by any firm of counsel for all such Indemnified Persons, taken as a whole and by a firm of local counsel in each appropriate jurisdiction for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, by another firm of counsel for such affected Indemnified Person and any additional local counsel in each appropriate jurisdiction) or other out-of-pocket fees and expenses incurred in connection with investigating, responding to, or defending any of the foregoing; and (b) to reimburse the Commitment Party from time to time, upon presentation of a summary statement, for all out-of-pocket expenses (including but not limited to expenses of the Commitment Party's consultants' fees (to the extent any such consultant has been retained with your prior written consent (not to be unreasonably withheld or delayed)), syndication expenses, travel expenses and, fees, disbursements and other charges of counsel to the Commitment Party, the MLAB and the Facility Agent identified in the Term Sheet and local counsel to the Commitment Party in each appropriate jurisdiction and of such other counsel retained with your prior written consent (not to be unreasonably withheld or delayed)), in each case incurred in connection with syndication of the Facility and the preparation, negotiation, execution, delivery, administration, amendment, modification and/or enforcement of this Commitment Letter, the Fee Letter and the Finance Documents (collectively, the "***Expenses***"). You acknowledge that we may receive a future benefit on matters unrelated to this matter, including, without limitation, discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us, including without limitation fees paid pursuant hereto (it being understood and agreed that, in no event, shall the Expenses include items in respect of any unrelated matter or otherwise be increased as a result of such counsel's representation of us on another matter or on account or our relationship with such counsel). The foregoing provisions in this paragraph shall be superseded, in each case, to the extent covered thereby by the applicable provisions contained in the Finance Documents upon execution thereof and thereafter shall have no further force and effect.

Notwithstanding any other provision of this Commitment Letter, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent that such damages have resulted directly from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any Related Indemnified Person (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) none of you, the Borrower (or any of your or their respective subsidiaries or affiliates), the Target

(or any of its subsidiaries or equity holders) or any Indemnified Person shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Fee Letter, the Transactions (including the Facility and the use of proceeds thereunder), or with respect to any activities related to the Facility, including the preparation of this Commitment Letter, the Fee Letter and the Finance Documents; ***provided*** that nothing in this paragraph shall limit your indemnity and reimbursement obligations to the extent that such indirect, special, punitive or consequential damages are included in any claim with respect to which the applicable Indemnified Person is entitled to indemnification under the first paragraph of this Section 7 and (iii) none of you, the Borrower (or any of your or their respective subsidiaries or affiliates) or the Target (or any of its subsidiaries or equity holders) shall be liable under this Section 7 for any cost, expense, loss or liability (including without limitation legal fees) incurred by or awarded against an Indemnified Person to the extent that cost, expense, loss or liability is finally judicially determined to have resulted directly from the bad faith, gross negligence or wilful misconduct of that Indemnified Person; ***provided*** that the Facility Agent and the MLAB to the extent fulfilling their respective roles as an agent or arranger under the Facility and in their capacities as such, shall remain indemnified in such Proceedings to the extent that the exception set forth in clause (iii) does not apply to such person at such time.

You shall not, without the prior written consent of any Indemnified Person, effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

"***Related Indemnified Person***" of an Indemnified Person means (1) any controlling person or any affiliate of such Indemnified Person, (2) the respective directors, officers, or employees of such Indemnified Person or any of its controlling persons or any of its affiliates and (3) the respective agents, advisors and representatives of such Indemnified Person or any of its controlling persons or any of its affiliates, in the case of this clause (3), acting at the instructions of such Indemnified Person, controlling person or such affiliate (it being understood and agreed that any agent, advisor or representative of such Indemnified Person or any of its controlling persons or any of its affiliates engaged to represent or otherwise advise such Indemnified Person, controlling person or affiliate in connection with the Transactions shall be deemed to be acting at the instruction of such person).

8. Absence of Fiduciary Relationships and Affiliate Activities.

You acknowledge that the Commitment Party and its affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other persons in respect of which you, the Target and your and their respective subsidiaries and affiliates may have conflicting interests regarding the transactions described herein and otherwise. The Commitment Party or its affiliates may act in more than one capacity in relation to the transactions described herein and may have conflicting interests in respect of such different capacities. The Commitment Party and its affiliates will not use confidential information obtained from you, the Target or any of your or their respective subsidiaries or affiliates by virtue of the transactions contemplated by this Commitment Letter in connection with the performance by it or its affiliates of services for other persons, and the Commitment Party and its affiliates will not furnish any such information to other persons, except to the extent permitted below. You also acknowledge that the Commitment Party and its affiliates do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, the Target or any of your or their respective subsidiaries or affiliates confidential information obtained by them from other persons.

As you know, the Commitment Party and its affiliates are full service securities firms engaged, either directly or through their affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, the Commitment Party and its affiliates

may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you (and your affiliates), the Target (and its affiliates), the Target's and your respective customers or competitors and other companies which may be the subject of the arrangements contemplated by this Commitment Letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. The Commitment Party and its affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you (and your affiliates), the Target (and its affiliates) or other companies which may be the subject of the arrangements contemplated by this Commitment Letter or engage in commodities or other trading with any thereof.

The Commitment Party and its affiliates may have economic interests that conflict with those of the Target, you and your and their respective subsidiaries and affiliates and are under no obligation to disclose any conflicting interest to you, the Target and your and their respective subsidiaries and affiliates. You agree that the Commitment Party will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Commitment Party and its affiliates, on the one hand, and you and the Target, your and their respective equity holders or your and their respective subsidiaries and affiliates, on the other hand. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letter are arm's-length commercial transactions between the Commitment Party and its affiliates, on the one hand, and you, on the other, (ii) in connection therewith and with the process leading to such transaction the Commitment Party and its applicable affiliates (as the case may be) are acting solely as principals and not as agents or fiduciaries of you, the Target, your and their respective management, equity holders, creditors, subsidiaries, affiliates or any other person, (iii) the Commitment Party and its applicable affiliates (as the case may be) have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you, the Target, or your or their respective affiliates with respect to the financing transactions contemplated hereby, the exercise of the remedies with respect thereto or the process leading thereto (irrespective of whether the Commitment Party or any of its affiliates has advised or is currently advising you or the Target or any of your or their respective affiliates on other matters) and the Commitment Party has no obligation to you, the Target or your or their respective affiliates with respect to the transactions contemplated hereby except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (iv) the Commitment Party and its affiliates have not provided any legal, accounting, regulatory or tax advice and you have consulted your own legal and financial advisors to the extent you deemed appropriate.

You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that the Commitment Party or its applicable affiliates, as the case may be, have rendered advisory services of any nature or respect, or owe a fiduciary, agency or similar duty to you or your affiliates, in connection with such transactions or the process leading thereto.

Furthermore, without limiting any provision set forth herein, you waive, to the fullest extent permitted by law, any claims you may have against us or our affiliates for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we and our affiliates shall have no liability (whether direct or indirect) to you in respect of such a fiduciary claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

9. Confidentiality.

You agree that you will not (and shall ensure that no other member of the Group will) disclose, directly or indirectly, this Commitment Letter, the Term Sheet, the other exhibits and attachments hereto or the contents of each thereof, or the activities of the Commitment Party pursuant hereto or thereto, the Fee Letter, the contents thereof or the activities of the Commitment Party pursuant thereto to any person or any entity, except (a) to your affiliates and your and their respective officers, directors, employees, agents, attorneys, accountants, advisors,

controlling persons and equity holders who are informed of the confidential nature thereof and agree to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice, on a confidential and need-to-know basis, (b) if the Commitment Party consents in writing to such proposed disclosure, (c) pursuant to an order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the advice of your counsel or internal legal or compliance functions (in which case you agree, to the extent practicable and not prohibited by applicable law, rule or regulation, to inform us promptly thereof prior to disclosure) or (d) in such filings as the Borrower may reasonably determine is advisable to comply with the requirements of the Securities and Exchange Commission and other applicable regulatory authorities, including any proxy statement or similar public filing related to the Acquisition (except that the fees contained herein or in the Fee Letter may not be disclosed pursuant to this clause (d) but subject to clauses (iv) and (v) of the following proviso); ***provided*** that (i) you may disclose this Commitment Letter, the Term Sheet and the contents hereof or thereof (including the exhibits and attachments hereto or thereof) to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons who are informed of the confidential nature thereof, on a confidential and need-to-know basis, (ii) you may disclose this Commitment Letter, the Term Sheet and the contents hereof or thereof (including the exhibits and attachments hereto or thereof) (but not the Fee Letter or the contents thereof) to potential Lenders in connection with any public or regulatory filing requirement relating to the Transactions; (iii) you may disclose the Term Sheet and other exhibits and attachments to the Commitment Letter, and the contents thereof, to potential Lenders and to rating agencies in connection with obtaining ratings, (iv) you may disclose the aggregate fee amount contained in the Fee Letter as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in marketing materials for the Facility or in any public or regulatory filing requirement relating to the Transactions (and only to the extent aggregated with all other fees and expenses of the Transactions and not presented as an individual line item unless required by applicable law, rule or regulation) and (v) if the fee amounts payable pursuant to the Fee Letter, and such other portions as mutually agreed have been redacted in a manner reasonably agreed by us (including the portions thereof addressing fees payable to the Commitment Party and/or the Lenders), you may disclose the Fee Letter and the contents thereof to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons who are informed of the confidential nature thereof, on a confidential and need-to-know basis.

The Commitment Party and its affiliates will use all non-public information provided to any of them or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the other Transactions (collectively, "***confidential information***") solely for the purpose of providing the services which are the subject of this Commitment Letter and negotiating, evaluating and consummating the transactions contemplated hereby and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; ***provided*** that nothing herein shall prevent the Commitment Party and its affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process, or any stock exchange rule, in each case, based on the advice of counsel or internal legal or compliance functions (in which case the Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory or governmental regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (b) upon the request or demand of any regulatory authority, stock exchange, or any governmental or supervisory authority having jurisdiction, or purporting to have jurisdiction over, the Commitment Party or any of its affiliates (in which case the Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory, governmental regulatory or supervisory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by the

Commitment Party or any of its Related Parties (as defined below) in violation of any confidentiality obligations owing to you, the Target or any of your or their respective subsidiaries, (d) to the extent that such information is or was received by the Commitment Party or any of its Related Parties from a third party that is not, to the Commitment Party's knowledge, subject to contractual or fiduciary confidentiality obligations owing to you, the Target or any of your or their respective subsidiaries, (e) to the extent that such information is independently developed by the Commitment Party or any of its Related Parties without the use of any confidential information, (f) to the Commitment Party's affiliates and to its and their respective employees, officers, directors, controlling persons, legal counsel, independent auditors, rating agencies, professionals, other experts or agents and any other representatives who need to know such information in connection with the Transactions and who have been advised of their obligation to keep information of this type confidential this clause (f), collectively, the "***Related Parties***", (g) to potential or prospective Lenders, hedge providers, participants or assignees, (h) for purposes of establishing a "due diligence" defense, (i) to the extent you consent in writing to any specific disclosure or (j) to the extent such information was already in the Commitment Party's possession prior to any duty or other understanding of confidentiality entered into in connection with the Transactions; ***provided*** that for purposes of clause (g) above, the disclosure of any such information to any Lenders, hedge providers, participants or assignees or prospective Lenders, hedge providers, participants or assignees referred to above shall be made subject to the acknowledgment and acceptance by such Lender, hedge provider, participant or assignee or prospective Lender, hedge provider, participant or assignee that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and the Commitment Party (it being agreed that the form APLMA confidentiality agreement is reasonably acceptable to you)) in accordance with customary market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative actions on the part of recipient to access such information. In the event that the Senior Facility Agreement is signed, the Commitment Party's and its affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the Senior Facility Agreement upon signing thereof by the parties thereto to the extent that such provisions are binding on the Commitment Party. Subject to the immediately preceding sentence, the confidentiality provisions set forth in this Section 9 shall survive the termination of this Commitment Letter and expire and shall be of no further effect after the first anniversary of the date hereof.

10. Miscellaneous.

Without prejudice to Section 3 (*Syndication*), this Commitment Letter and the commitments hereunder shall not be assignable (but may be participated) by any party hereto prior to the signing of the Senior Facility Agreement without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed) (and any attempted assignment without such consent shall be null and void). This Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons) and do not and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein). The Commitment Party reserves the right to employ the services of and delegate any or all of its rights and obligations to its respective affiliates or branches in providing services contemplated hereby (including, without limitation, designating its respective affiliates or branches as responsible for the performance of any of its appointed functions under this Commitment Letter) and to allocate, in whole or in part, to its affiliates or branches certain fees payable to the Commitment Party in such manner as the Commitment Party and its respective affiliates or branches may agree in their sole discretion and, to the extent so employed and/or delegated, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of, the Commitment Party hereunder; provided that, notwithstanding the foregoing, the Commitment Party shall continue to remain liable and obligated for all of its commitments and obligations hereunder and for the funding of the Facility on the Closing Date without any assignment or transfer thereof. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Party and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. All of

the obligations of the parties hereunder and under the Fee Letter shall be binding upon the successors and permitted assigns of such parties. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (i.e., a "***pdf***" or "***tif***") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (including the exhibits hereto), together with the Fee Letter, (i) are the only agreements that have been entered into among the parties hereto with respect to the Facility and (ii) supersede all prior understandings, whether written or oral, among us with respect to the Facility and sets forth the entire understanding of the parties hereto with respect thereto.

THIS COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER, OR RELATED TO, THIS COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, CONTROVERSIES OR DISPUTES SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *provided*, *that*, notwithstanding the foregoing, it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement) (and whether or not, since the date of the Merger Agreement, a "Company Material Adverse Effect" has occurred and is continuing at the Expiration Time (as defined in the Merger Agreement)), (b) the determination of the breach, truthfulness, correctness or accuracy of any Specified Merger Agreement Representations (as defined in the Term Sheet) and whether as a result of any breach thereof you and the MergerSub (and your or its applicable affiliates) have the right (taking into account any applicable cure provisions) to terminate your and the MergerSub's (and your or its applicable affiliates') obligations under Section 8.1(g) of the Merger Agreement or decline to consummate the Acquisition and the other transactions contemplated by the Merger Agreement under Section 2(c) of Annex I of the Merger Agreement, in each case of the foregoing in this clause (b), in accordance with the terms thereof, (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement, and (d) in each case, excluding any such issue, dispute, claim or cause of action (whether in contract, tort or otherwise) that may be based upon or arise out of this Commitment Letter or the Fee Letter, all issues, disputes, claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of, or relate to the Merger Agreement or the negotiation, execution, performance, non-performance, interpretation, enforceability, termination, or construction of the Merger Agreement (including any issue, dispute, claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with the Merger Agreement) or the legal relationships of the parties thereto, in each case shall be construed and enforced in accordance with, the Laws (as defined in the Merger Agreement) of the State of Delaware applicable to agreements made and to be performed solely therein, including its statute of limitations, without giving effect to principles of conflicts of Law (as defined in the Merger Agreement).

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (INCLUDING, WITHOUT LIMITATION, ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County in the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall only be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any

New York State or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Finance Documents by the parties hereto in a manner consistent with this Commitment Letter and the Term Sheet. It is acknowledged and agreed that the commitments and obligations of the Underwriter hereunder and the funding of the Facility on the Closing Date are subject solely to the Specified Conditions expressly stated in Section 6 of this Commitment Letter.

The indemnification, syndication, compensation (if applicable), reimbursement (if applicable), absence of fiduciary relationship, jurisdiction, governing law, venue, entire agreement and confidentiality provisions contained herein and in the Fee Letter shall remain in full force and effect regardless of whether the Finance Documents shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Underwriter's commitments hereunder; ***provided*** that your obligations under this Commitment Letter (other than your obligations with respect to the confidentiality of the Fee Letter and the contents thereof, syndication of the Facility (which shall automatically terminate on the Syndication Date), Section 5 (*Fees*), Section 7 (*Indemnity*) (provided that there shall be no double counting of any amounts to be indemnified or reimbursed pursuant to this Commitment Letter and the Senior Facility Agreement)and Section 9 (*Confidentialit*y) above) shall automatically terminate and be superseded by the provisions of the Senior Facility Agreement upon the signing of the Senior Facility Agreement by the parties thereto, and you shall automatically be released from all liability in connection therewith at such time.

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to the Commitment Party (or its legal counsel on behalf of the Commitment Party), executed counterparts hereof and of the Fee Letter not later than 11:59 p.m., Tokyo time, on the earlier of (i) the date falling 2 Business Days after the date of this Commitment Letter and (ii) the date of the signing of the Merger Agreement or such later time as we may agree with you from time to time. The Underwriter's commitments and the obligations of the Commitment Party hereunder will expire at such time in the event that the Commitment Party (or its legal counsel) have not received such executed counterparts in accordance with the immediately preceding sentence. If you do so execute and deliver to us this Commitment Letter and the Fee Letter at or prior to such time, we agree to hold our commitment to provide the Facility and our other undertakings in connection therewith available for you under this Commitment Letter and/or the Fee Letter until the earliest of (a) prior to the consummation of the Transactions, the termination of the Merger Agreement by you (or your affiliate) or with your (or your affiliates') written consent or otherwise in accordance with its terms (other than with respect to provisions therein that expressly survive termination), (b) the consummation of the Acquisition with or without the funding of the Facility and (c) 11:59 p.m., New York City time on the date that is 5 Business Days (as defined in the Merger Agreement) after the "End Date" (as defined in the Merger Agreement as in effect on the date hereof) or such later date as we may agree with you from time to time (such latest date of this clause (c), the "***Commitment Letter Termination Date***"). Upon the occurrence of any of the events referred to in the immediately preceding sentence, the commitments of the Commitment Party hereunder in respect of the Facility and the agreement of the Commitment Party to provide the services described herein in respect of the Facility, shall automatically terminate unless the Commitment Party shall, in their sole discretion, agree to an extension in writing.

The termination of this Commitment Letter and any commitments hereunder shall not prejudice your rights and remedies in respect of any breach of this Commitment Letter.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

Bank of America, National Association

By: /s/ Jun Kigoshi
Name: Jun Kigoshi
Title: Branch Manager, Tokyo Branch

Accepted and agreed to

Ono Pharmaceutical Co., Ltd.

By: /s/ Masaki Itoh

Name: Masaki Itoh
Title: Corporate Officer Director, Business Management Division

Date: 4/29/2024

Project Topaz

Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the "***Commitment Letter***") or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

Ono Pharmaceutical Co., Ltd., a company incorporated under the laws of Japan and listed on the Tokyo Stock Exchange (the "***Borrower***") intends to acquire (the "***Acquisition***") 100% of the equity interests of Deciphera Pharmaceuticals, Inc. (a corporation organized under the laws of the state of Delaware, USA that is listed on the NASDAQ) (the "***Target***"). The Borrower intends to consummate the Acquisition pursuant to an Agreement and Plan of Merger, dated on or about the date hereof (together with all exhibits, annexes, schedules and other disclosure letters thereto and as subsequently amended, the "***Merger Agreement***") by and among the Borrower, Topaz Merger Sub, Inc. ("***MergerSub***"), a newly incorporated company under the laws of the state of Delaware, USA and a direct wholly owned subsidiary of the Borrower and the Target, pursuant to which the MergerSub will merge with and into the Target (the "***Merger***"), with the Target being the surviving entity of the Merger.

In connection with the foregoing, it is intended that:

(a) The Borrower will incur the Facility (as described in the Term Sheet).

(b) The proceeds of the Facility and a portion of the cash on hand at the Borrower on the Closing Date will be applied to pay (i) the cash consideration in respect of the Acquisition (the "***Acquisition Consideration***"), and (ii) the fees and expenses incurred in connection with the Transactions and the Facility (such fees and expenses, the "***Transaction Costs***").

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "***Transactions***".

TERM SHEET

JPY 100,000,000,000 SENIOR UNSECURED TERM BRIDGE LOAN FACILITY

Unless a contrary indication appears, a term defined in the Commitment Letter to which this term sheet is attached has the same meaning when used in this term sheet.

Definitions and Parties

Borrower	Ono Pharmaceutical Co., Ltd. (a company incorporated under the laws of Japan and listed on the Tokyo Stock Exchange; Ticker: 4528)
Target	Deciphera Pharmaceuticals, Inc. (a corporation organized under the laws of the state of Delaware, USA that is listed on the NASDAQ; Ticker: DCPH)
MergerSub	Topaz Merger Sub, Inc., a company incorporated under the laws of the state of Delaware, USA
Group	Borrower and its subsidiaries from time to time which shall, from the Closing Date, include the Target and its subsidiaries (the "***Target Group Members***"), each a "***Group Member***".
Material Subsidiaries	at any time, a Group Member which has net revenue representing five per cent. (5%) or more of the aggregate net revenue of the Group, calculated on a consolidated basis
MLAB	Bank of America, National Association will act as the sole mandated lead arranger and bookrunner (in such capacity, the "***MLAB***") in respect of the Facility
Facility Agent	Bank of America, National Association will act as the sole facility agent (in such capacity, the "***Facility Agent***") in respect of the Facility, for a syndicate of financial institutions identified by the MLAB in consultation with the Borrower (together with the Underwriter, the "***Lenders***")
Acquisition	The merger of the Target and the MergerSub pursuant to which, the MergerSub will merge with and into the Target (and the Target will be delisted and privatised) (the "***Merger***"), with the Target being the surviving entity of the Merger.
Closing Date	means the date of the consummation of the Acquisition.
Signing Date	means the date of signing of a facility agreement for the Facility based on the appropriate LMA/APLMA recommended form as amended to reflect the terms set forth in this Term Sheet and the Commitment Letter and that is consistent with the Documentation Principles (the "***Senior Facility Agreement***", together with other definitive financing documentation that are consistent with the Documentation Principles for the Facility, the "***Finance Documents***").
Drawdown Date	means the date of the first utilisation of the Facility.
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for general business in Tokyo, New York, Hong Kong and Singapore ("***Business Day***").

Facility, Purpose and Availability

Facility and Ranking	A senior unsecured term bridge loan facility in an aggregate principal amount of JPY 100,000,000,000 (the "***Facility***"; the loan thereunder, the "***Loan***").
Currency	Available to be drawn in JPY.

Purpose	To be applied directly in or towards: (a) part of the cash consideration in respect of the Acquisition (the "***Acquisition Consideration***"); and (b) the fees, costs and expenses incurred in connection with the Facility and the Acquisition (such fees, costs and expenses, the "***Transaction Costs***").
Availability Period	The Facility will be available for a period commencing on (and including) the Signing Date up to (and including) the earlier of (i) the Commitment Letter Termination Date and (ii) the Closing Date (the "***Availability Period***"). Any amount not drawn on the last day of the Availability Period will be automatically cancelled.
Maximum Number of Loans	No more than 1 Loan may remain outstanding.
Collateral and Guarantees	None. The Facility is unsecured and there will be no guarantors.
<u>Repayment and Cancellation</u>	
Final Repayment Date	Bullet repayment on the date falling 364 calendar days after the Signing Date. Amounts borrowed under the Facility that are repaid or prepaid may not be reborrowed.
Voluntary Prepayment	The voluntary prepayment of all or part of the Facility is permitted subject to break costs **provided that** the minimum amount of any such prepayment shall be the outstanding amount of the Facility and the Borrower provides the Lender with 5 Business Days' prior written notice. Voluntary cancellation of commitment to be permitted on similar terms.
Mandatory Prepayment	Such mandatory prepayments shall apply only from and after the day after both the Closing Date and the Drawdown Date: (a) **Illegality** If it becomes unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by the Senior Facility Agreement, or to fund, issue or maintain its participation in the Loan, then the commitment of that Lender will be cancelled and its participation in the Loan shall become immediately due and payable. (b) **Change of Control** If a Change of Control or sale of all or substantially all of the assets of the Group occurs then: (i) the Borrower shall promptly notify the Facility Agent upon becoming aware of that event; and (ii) the Facility will be immediately cancelled and shall immediately cease to be available for further utilisation and all utilisations, together with any accrued interest and all other amounts accrued under the Finance Documents shall become immediately due and payable. "***Change of Control***" means at any time: (A) any person or group of persons acting in concert (other than any person or group of persons acting in concert who already control the Borrower as at the Signing Date (the "***Existing Controllers***")) gain(s) direct or indirect control of the Borrower; or

(B) the Borrower ceases to directly own legally and beneficially 100 per cent. of the issued share capital of (prior to the Merger) the MergerSub or (on and after the Merger) the Target (on a fully-diluted basis) or to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to appoint all the directors or other equivalent officers of (prior to the Merger) the MergerSub or (on and after the Merger) the Target.

For the purpose of the definition of "Change of Control":

(1) "***control***" means (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to (x) cast, or control the casting of, more than 50% of the maximum number of the votes that may be cast in a general meeting of the Borrower, (y) to appoint or remove a majority of the board of directors (or the equivalent management body) of the Borrower or (z) give directions with respect to the operating and financial policies of the Borrower with which the directors or other equivalent officers of the Borrower are obliged to comply; or (ii) beneficial ownership of more than 50% of the issued voting share capital of the Borrower (excluding any part of the issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); and

(2) "***acting in concert***" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Borrower by any of them or otherwise, either directly or indirectly, to obtain or consolidate control of the Borrower.

(c) **Effectiveness of the Merger**

(i) It is or becomes unlawful for the Borrower, MergerSub and/or the Target to perform any of its obligations under the Merger Agreement;

(ii) Any obligation or obligations of the Borrower, MergerSub and/or the Target under the Merger Agreement are not or cease to be legal, valid, binding or enforceable;

(iii) The Merger Agreement ceases to be in full force and effect or is alleged by a party to it to be ineffective; or

(iv) The Merger does not occur on the same NY business day as the Drawdown Date.

(d) **Borrower Delisting**

(i) The listed Borrower shares are delisted from the Tokyo Stock Exchange; or

(ii) The listed Borrower shares are suspended from trading for more than 10 consecutive trading days (excluding any suspension pending clearance of announcement or circular or any suspension affecting the relevant stock exchange generally).

(e) **Debt Issuance Proceeds**

If the Borrower, MergerSub or Target receives any proceeds by way of borrowing, loan or loan notes in any domestic or international money, debt,

	private credit or bank market or any debt capital market issuance (including, without limitation, by way of any public or private placement bonds, notes or similar debt securities), the Borrower shall promptly notify the Facility Agent and prepay the Loan in amounts equal (in aggregate) to such proceeds at the time of receipt of such proceeds.
Prepayment Fees / Break Costs	Any prepayment shall be made with accrued interest on the amount prepaid and, subject to break costs, without premium or penalty.

Pricing and Fees

Margin	***Period***	***Applicable Margin*** **(% per annum)**
	From and including the Signing Date to (but excluding) the date falling 90 calendar days from the Signing Date	0.75%
	From and including the date falling 90 calendar days from the Signing Date to (but excluding) the date falling 180 calendar days from the Signing Date	1.05%
	From and including the date falling 180 calendar days from the Signing Date to the Final Repayment Date	1.45%
	Representing a blended margin of 1.175% per annum.	
Interest Period	1 or 3 months	
Interest	The aggregate of the: (a) Applicable Margin; and (b) Tokyo Interbank Offered Rate ("***TIBOR***") In case TIBOR is negative, TIBOR shall be deemed to be zero.	
Unavailability of Screen Rate	(a) TIBOR (b) Interpolated Screen Rate (c) Shortened Interest Period (d) Shortened Interest Period and Historic Screen Rate (e) Shortened Interest Period and Interpolated Historic Screen Rate (f) Weighted average cost of funds (g) Market Disruption	
Upfront Fee	As set out in the Fee Letter.	
Commitment Fee	0.40% on the undrawn and uncancelled commitments under the Facility, accruing from the Signing Date until the expiry of the Availability Period, payable on the last day of the Availability Period, calculated based on the number of actual days elapsed in a year of 365 days, *provided that* no commitment fee shall accrue from (and including) the Signing Date to (but excluding) the date falling 30 calendar days from the Signing Date (the "**Commitment Fee Holiday Period**") but only to the extent such Commitment Fee Holiday Period also falls within the period ending on the date falling 3 calendar months from the date the Borrower countersigns the Commitment Letter.	

Facility Agent Fee	As agreed between the Facility Agent and the Borrower.
Default Interest	The Applicable Margin on any overdue amount shall be increased by 2 per cent. per annum for as long as such amount remains overdue.

Representations, Covenants and Events of Default

Representations and Warranties

The Borrower shall make only the following representations and warranties in respect of itself (and, where indicated, in respect of its Material Subsidiaries, MergerSub, or as the case may be, the Group) in the Finance Documents:

(a) Status*

(b) Binding obligations (in respect of itself in relation to the Finance Documents and Merger Agreement and on behalf of the MergerSub in relation to the Merger Agreement)*

(c) Non-conflict with other obligations (in respect of itself in relation to the Finance Documents and Merger Agreement and on behalf of the MergerSub in relation to the Merger Agreement)*

(d) Power and authority (in respect of itself in relation to the Finance Documents and Merger Agreement and on behalf of the MergerSub in relation to the Merger Agreement)*

(e) Validity and admissibility in evidence (in respect of itself in relation to the Finance Documents and Merger Agreement and on behalf of the MergerSub in relation to the Merger Agreement)*

(f) Governing law and enforcement*

(g) Insolvency (in respect of the Borrower and any Material Subsidiary but excluding the Target)

(h) No filing or stamp taxes

(i) Deduction of Tax

(j) No default (in respect of the Group)*

(k) No misleading information (in respect of the Group)*

(l) Financial statements (in respect of the Group)*

(m) No proceedings (in respect of the Group)

(n) No breach of laws (in respect of the Group)

(o) Environmental laws and licences (in respect of the Group)*

(p) Authorised signatures*

(q) No immunity*

(r) Taxation (in respect of the Group)

(s) Liens and Financial Indebtedness (in respect of the Borrower and any Material Subsidiary)

(t) *Pari passu* ranking*

(u) Good title to assets (in respect of the Group)*

(v) Intellectual Property

(w) Group Structure Chart (in respect of the Group)

(x) Accounting Reference Date (in respect of the Group)

(y) No adverse consequences

(z) Anti-social representations (in respect of the Group)*

(aa) Anti-corruption, anti-money laundering, anti-terrorism and sanctions (in respect of the Group)*

(bb) Merger Documents*

(i) as at the Signing Date, the Merger Agreement contains all the material terms of the arrangements between the parties;

(ii) no representation or warranty given by any party to the Merger Agreement is untrue or misleading in any material respect.

(cc) Compliance with Employee Retirement Income Security Act of 1974 (ERISA) (in respect of the Group)*

(dd) the use of the proceeds of the Facility not violating the Patriot Act (in respect of the Group)*

The representations and warranties are made on the date of the Senior Facility Agreement and are repeated on the date of the utilisation request and date the utilisation is made. The Repeating Representations shall be repeated on the first day of each Interest Period. Notwithstanding anything to the contrary herein and for the avoidance of doubt, the accuracy of the representations and warranties in this section of this term sheet are not a condition to the availability or funding of the Facility on the Closing Date by the Underwriter.

"***Repeating Representations***" means each of the representations marked with asterisk (*) above.

Information Undertakings

The Borrower shall be required supply to the Facility Agent under the Finance Documents in sufficient copies for all the Lenders only the following information:

(a) annual audited consolidated financial statements of the Borrower and following the Closing Date, the Target, in each case, no later than 90 days after the end of the financial year;

(b) quarterly unaudited consolidated financial statements of the Borrower and following the Closing Date, the Target for each quarter of each financial year (other than the quarter ending on the end of its financial year), in each case, no later than 45 days after the end of each quarter of each of its financial year;

(c) quarterly compliance certificates with each annual and quarterly financial statements showing computations relating to compliance with financial covenants;

(d) all documents dispatched by the Borrower to its shareholders generally (or any class of them) or its creditors generally at the same time as they are dispatched;

(e) notices of default, Change of Control and other mandatory prepayment;

(f) details of any litigation, arbitration or administrative proceedings or investigations which are current, threatened or pending against any Group Member;

(g) details of any judgment or order of a court, arbitral body or agency which is made against any Group Member;

(h) information regarding the financial or other information of the Group that the Facility Agent may reasonably request; and

(i) information reasonably requested by the Facility Agent for compliance with any "know-your-customer" requirements of the Lenders.

Financial Covenants

The following shall be the only financial covenant in the Finance Documents: The ratio of Consolidated Net Debt to EBITDA *("**Net Leverage Ratio**")* shall be less than 2.50: 1:00.

EBITDA to be calculated on a pro forma basis and together with other required definitions (including Consolidated Net Debt) are to be defined in the Senior Facility Agreement in a manner to be mutually agreed.

The financial covenants will be tested quarterly on each of March 31, June 30, September 30 and December 31 (each, a *"**Testing Date**")* of each calendar year, by reference to the most recent financial statements and the compliance certificate delivered under the Senior Facility Agreement.

General Undertakings

The Borrower shall make only the following undertakings in respect of itself (and, where indicated, in respect of its Material Subsidiaries or as the case may be, the Group) in the Finance Documents:

(a) Authorisations

(b) Compliance with laws (in respect of the Group)

(c) Environmental compliance (in respect of the Group)

(d) Environmental claims (in respect of the Group)

(e) Taxation

(f) Merger (other than the Merger)

(g) Change of business (in respect of the Group)

(h) Acquisitions

The Borrower will not (and the Borrower will ensure that no Group Member will, including any Target Group Member from the Closing Date):

(i) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or

(ii) incorporate a company, other than any acquisition or incorporation that is made with the prior written consent of the Majority Lenders.

(i) Joint ventures (in respect of the Group)

(j) Dormant subsidiaries (in respect of the Group)

(k) Preservation of assets (in respect of the Group)

(l) Pari passu ranking

(m) Negative pledge (in respect of the Borrower and any Material Subsidiary)

(n) Disposals

The Borrower will not (and the Borrower will ensure that no Group Member will, including any Target Group Member from the Closing Date) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time, and whether voluntary or involuntary or over a period of time) sell, transfer, lease out, lend or otherwise dispose of any of its assets, undertakings or business except (i) any disposal that is made with the prior written consent of the Majority Lenders; (ii) any disposal of trading stock or cash made in the ordinary course of trading and (iii) any disposal of assets (other than shares) in exchange for other assets comparable or superior as to type, value and quality and for a similar purpose (other than an exchange of a non-cash asset for cash).

(o) Arm's length basis (in respect of the Group)

(p) Loans or credit (in respect of the Group)

(q) No guarantees or indemnities (in respect of the Group)

(r) Dividends, share redemption and other restricted payments – to include (amongst others) an undertaking that the Borrower will not declare or pay, directly or indirectly, any dividends or make any other distribution or pay any interest or other amounts, whether in cash or otherwise, on or in respect of its share capital or any class of its share capital or set apart any sum for any such purpose to any of its shareholders until the Facility has been repaid in full.

(s) Financial indebtedness

(i) The Borrower shall not (and the Borrower shall ensure that no other Group Member will, including any Target Group Member from the Closing Date) incur or allow to remain outstanding any Financial Indebtedness.

(t) Share capital

(u) Merger Agreement / Acquisition Documents

(i) the Borrower shall (and the Borrower shall ensure that each Group Member will, including any Target Group Member) (A) promptly pay all amounts payable by it under the Merger Agreement as and when they become due; and (B) perform its material obligations under the Merger Agreement; and

(ii) the Borrower shall (and the Borrower shall ensure that each Group Member will, including any Target Group Member) take all reasonable action to preserve and enforce any rights it (or any Group Member) has in relation to the Merger Agreement and to enforce all other rights and entitlements they may have under the Merger Agreement, if and to the extent that the directors of the Borrower (acting reasonably) believe that it is commercially advantageous for the Group and appropriate to do so; and

(iii) the Borrower shall not, and the Borrower shall ensure that no Group Member will, amend, vary, novate, supplement, supersede, waive or terminate any terms of the Merger Agreement, in each case in any respect which is materially adverse to the interests of the Lender.

(v) Insurance

(w) Access (in respect of the Group)

(x) Intellectual Property

(y) Restrictions on amendments to the Group's constitutional / corporate documents in a manner which is materially adverse to the interests of the Lenders

(z) Anti-social provisions (in respect of the Group)

(aa) Anti-corruption, anti-money laundering, anti-terrorism and sanctions (in respect of the Group)

(bb) Financial assistance (in respect of the Group)

(cc) Group bank accounts

(dd) Treasury Transactions (in respect of the Group)

(ee) Use of Proceeds

(ff) Conditions concurrent – on the same NY business day as the Drawdown Date, the Borrower shall provide evidence satisfactory to the Facility Agent that:

(i) the Merger has occurred; and

(ii) (if applicable) the Paying Agent has confirmed (which can be by way of an e-mail addressed to Borrower's counsel) the receipt of funds in an amount no less than the drawdown amount (less any fees netted) in the utilisation request

(gg) Go to market – if the Facility is not refinanced in full within 6 months of the Signing Date, Borrower shall (or shall procure the MergerSub or Target to) seek ratings and initiate a debt capital raising in the debt capital markets to refinance the Facility in full;

(hh) Right of first refusal – each Lender shall be granted a right of first refusal for the refinancing of the Facility (including, without limitation, debt capital markets instruments, syndicated loans and equity capital markets instruments) by the Borrower, MergerSub or Target

Events of Default

The only events of default in the Finance Documents are the following:

(a) Non-payment subject to administrative/technical error or Disruption Event

(b) Conditions concurrent / conditions subsequent / financial covenants

(c) Other obligations

(d) Misrepresentation

(e) Cross-default of an amount in excess of JPY 10,000,000,000 (in respect of the Group)

(f) Insolvency (in respect of the Borrower and any Material Subsidiary but excluding the Target)

(g) Insolvency proceedings of an amount in excess of JPY 1,000,000,000 (in respect of the Borrower and any Material Subsidiary)

(h) Creditors' process of an amount in excess of JPY 1,000,000,000 (in respect of the Borrower and any Material Subsidiary)

(i) Unlawfulness and invalidity

(j) Cessation of business (in respect of the Group)

(k) Audit qualification

(l) Litigation (in respect of the Group)

(m) Repudiation and recission of agreements

(n) Clearing house procedure (in respect of the Group)

(o) Expropriation (in respect of the Group)

(p) Material Adverse Event

Major Representations

Major Representations means a representation or warranty given by the Borrower and to the extent applicable and specified in clause (d) below, the Group Members, in each case, under the Finance Documents in relation to:

(a) organizational existence of the Borrower;

(b) power and authority, due authorization, execution, delivery and enforceability, in each case, related to entering into, the borrowing under, performance of, the Borrower under the Finance Documents;

(c) the execution, delivery and performance by the Borrower of the Finance Documents and the incurrence of the loans by the Borrower to be made under the Facility, do not conflict with (i) the organizational documents of the Borrower and (ii) any anti-corruption, anti-money laundering, anti-terrorism and sanctions laws; and

(d) solvency as of the Closing Date (after giving effect to the Acquisition) of the Group Members on a consolidated basis (such representation and warranty and the definition of solvency to be consistent with the solvency certificate in the form set forth in Annex I attached to this term sheet); and

(e) the use of the proceeds of the Facility not violating the Patriot Act.

Other terms

Initial Conditions Precedent The availability and funding of the Facility on the Closing Date shall be subject solely to the following conditions, in each case, subject to the Limited Conditionality Provisions:

(a) Subject to the Limited Conditionality Provisions, execution and delivery by the Borrower of the Senior Facility Agreement, which shall be consistent with the terms of the Commitment Letter and this Term Sheet and the Documentation Principles; provided that the terms of Senior Facility Agreement shall be in a form such that they do not impair the availability and funding of the Facility on the Closing Date if the Specified Conditions are satisfied or waived.

(b) The delivery to the Facility Agent of customary closing certificates from the Borrower, limited to:

(i) a customary director's (or officer's) certificate from the Borrower including solely the following:

(A) confirming that borrowing the Facility would not cause any borrowing or similar limit binding on it to be exceeded;

(B) attaching true and correct copies, in all material respects, of the resolutions or consents passed by the directors (or equivalent

governing body) of the Borrower (which may be passed by meeting, written consent or otherwise) approving the terms of the Finance Documents to which it is a party and the transactions respectively contemplated thereby and authorising specified persons or officers to execute such Finance Documents;

(C) attaching a list of specimen signatures of the Borrower's authorised signatories who will actually be signing any of the Finance Documents; and

(D) attaching true and correct copies of the constitutional documents of the Borrower;

(ii) a solvency certificate substantially in the form set forth in Annex I attached to this term sheet; and

(iii) a customary borrowing notice.

(c) The Facility Agent shall have received, at least three (3) Business Days (as defined in the Merger Agreement) prior to the Closing Date, all documentation and other information about the Group Members (including without any limitation any beneficial ownership certificate) that shall have been reasonably requested by the Facility Agent in writing at least ten (10) Business Days (as defined in the Merger Agreement) prior to the Closing Date that is required by applicable regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act.

(d) All fees and expenses required to be paid by the Borrower on the Closing Date pursuant to the Fee Letter, the Commitment Letter and this Term Sheet shall have been paid or will be paid in accordance with the Fee Letter, the Commitment Letter and this Term Sheet.

(e) The Acquisition shall have been consummated, or, substantially simultaneously with the initial borrowing under the Facility, shall be consummated, in all material respects in accordance with the terms of the Merger Agreement as in effect on the date hereof and after giving effect from time to time to any modifications, amendments, restatements, supplements, consents or waivers, other than those modifications, amendments, restatements, supplements, consents or waivers by the Borrower or the MergerSub that are materially adverse to the interests of the Lenders (in their capacity as such) (it being understood that any modification, amendment, restatement, supplement, consent or waiver by the Borrower or the MergerSub to the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement as of the date hereof) shall be deemed to be materially adverse to the interests of the Lenders), unless consented to in writing by the Commitment Party (such consent not to be unreasonably withheld, delayed, denied or conditioned); *provided*, *that*, any modification, amendment, restatement, supplement, consent or waiver by the Borrower or the MergerSub under the Merger Agreement that results in (i) a reduction in the Acquisition Consideration shall not be deemed to be materially adverse to the interests of the Lenders or the Commitment Party and (ii) an increase in the Acquisition Consideration shall not be deemed to be materially adverse to the interests of the Lenders or the Commitment Party to the extent such increase is funded with cash on hand, cash equity contribution, or other cash available to the Borrower.

(f) Since the date of the Merger Agreement, there shall have not occurred, and be continuing at the Expiration Time (as defined in the Merger Agreement), a "Company Material Adverse Effect" (as defined in the Merger Agreement).

(g) Subject to the Limited Conditionality Provisions, the Major Representations and the Specified Merger Agreement Representations shall be true and correct in all material respects on the Closing Date (or, if qualified by materiality, true and correct in all respects) (unless such representations relate to an earlier date, in which case, such representations shall have been true and correct in all

material respects as of such earlier date (or, if qualified by materiality, true and correct in all respects as of such earlier date)). "***Specified Merger Agreement Representations***" means such of the representations and warranties made by the Target in the Merger Agreement that are material to the interests of the Lenders (in their capacity as such), but only to the extent that the Borrower or the MergerSub (and their applicable affiliates) have the right (taking into account any applicable cure provisions) to decline to consummate the Acquisition and other transactions contemplated by the Merger Agreement under Section 2(c) of Annex I to the Merger Agreement or to terminate the Borrower's and the MergerSub's (and their applicable affiliates') obligations under Section 8.1(g) of the Merger Agreement (in each case of the foregoing, in accordance with the terms thereof), in each case of the foregoing, as a result of a breach of such representations and warranties in the Merger Agreement.

(h) Customary legal opinions from the legal counsel of the Borrower in relation to the capacity of the Borrower to enter into the Finance Documents.

Further Conditions Precedent

None.

Material Adverse Event

means any event or circumstance which (after taking into account all relevant circumstances, taken as a whole):

(a) is materially adverse to:

(i) the business, assets or financial condition of the Borrower or the Group; or

(ii) the ability of the Borrower to meet any of its payment obligations as they fall due under the Finance Documents following the expiry of any applicable grace or cure period; or

(b) materially affects the validity or the enforceability of, or the rights or remedies of the Lenders under, any Finance Document and which would be materially adverse to the interests of the Lender under the Finance Documents taken as a whole.

Costs and Expenses

The Borrower agrees to pay upon five (5) Business Days' prior written notice, accompanied by the relevant final, issued invoice (a) all reasonable expenses and costs incurred by the Facility Agent, MLAB and/or Lenders in connection with the Finance Documents, pre-agreed legal fees and the Facility Agent's, MLAB's and/or Lenders' out of pocket expenses (if any); (b) all reasonable legal and other professional expenses and costs incurred by the Facility Agent, MLAB and/or Lenders in connection with the amendment of any Finance Document; and (c) all legal and other professional expenses and costs incurred by the Facility Agent, MLAB and/or Lenders in connection with the administration or preservation of any rights under or in respect of any Finance Document and all monies, legal and other professional expenses and costs which the Facility Agent, MLAB and/or Lenders may expend, incur or become liable for in enforcing their rights or demanding or recovering any sum or sums of money due to the Facility Agent, MLAB and/or Lenders under the Facility.
Such costs and expenses are payable regardless of (i) the signing of the Senior Facility Agreement and (ii) drawdown of the Facility.

Transferability

Except as otherwise provided in the syndication provisions in the Commitment Letter, the Lenders will be permitted to assign or transfer its commitments under the Senior Facility after the Closing Date without the prior written consent of the Borrower.

	The Borrower may not assign or transfer any of its rights and obligations under the finance documents (including, without limitation, any change of borrower jurisdiction) without the prior consent of all the Lenders. No Group Member shall enter into any debt buy-back transaction and voting rights in respect of any commitment beneficially owned by a Group Member or which has been sub-participated to a Group Member shall be disenfranchised.
Voting and Amendments	Amendments and waivers of the Finance Documents shall be subject to the approval of Lender(s) holding 66⅔ per cent. of commitments (or, after the expiry of the Availability Period, loan participations) in the Facility (the *"**Majority Lenders**")*. Amendments or waivers relating to the following matters shall require all Lenders' approval: (a) the definition of Majority Lenders; (b) definition of the Final Repayment Date or the date of the payment of any amount under the Finance Documents; (c) reduction in the Applicable Margin or a reduction in the amount of any principal, interest or fees; (d) a change in currency of payment of any amount under the Finance Documents; (e) increases in the commitment, an extension of the Availability Period or any requirement that a cancellation of commitments reduces the commitments of the Lenders rateably under the Facility; (f) any provisions which expressly requires the consent of all Lenders; (g) provisions governing the several rights and obligations of Lenders and the provisions governing the sharing of recoveries among the Lenders; and (h) purpose of the Facility, drawdown mechanics, certain funds provisions, mandatory prepayment events and application of prepayments, changes to the Lenders, a change to (or resignation or release of) the Borrower, scope of all-Lender consent matters, governing law and jurisdiction of Finance Documents.
Miscellaneous Provisions	The Finance Documents will contain provisions relating to, among other things, bail-in, market disruption, break costs, tax gross up, increased costs, FATCA, disclosure, indemnities, erroneous payments, set-off, QFC Stay Rules, administration and changes in currency.
Governing Law	English laws as the governing law of the finance documents.
Documentation Principles:	The Finance Documents shall (a) be usual and customary and based on the applicable LMA/ APLMA form in the relevant market as modified for an unsecured facility of this type and for public companies of the size and net leverage profile as the Borrower and shall be consistent with the terms set forth in the Commitment Letter, the Fee Letter and this term sheet, (b) not have (or be subject to) any conditions to the availability or funding of the Facility on the Closing Date other than the Specified Conditions, and (c) contain only those payments, mandatory prepayments, representations, warranties, financial covenant, reporting requirements, negative covenants, other covenants and undertakings and events of default expressly set forth in this term sheet. There shall be no additional representations, covenants, defaults, etc. other than those referred to herein, and such other language that is typically included therein. The provisions of this paragraph are herein referred to as the "Documentation Principles".

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE
of
THE BORROWER

Pursuant to Section [__] of the [Senior Facility Agreement], dated as of the date hereof (the "Credit Agreement"), among [__], the undersigned hereby certifies as of the date hereof, solely in such undersigned's capacity as [chief financial officer] [chief accounting officer] [vice president of finance] [treasurer] [assistant treasurer] [specify other financial officer] [specify other officer with equivalent duties] of Ono Pharmaceutical Co., Ltd. (the "Borrower"), and not individually and without assuming any personal liability whatsoever, as follows:

As of the date hereof, immediately after giving effect to the consummation of the [Transactions], including the making of the [Loan] under the Credit Agreement, and immediately after giving effect to the application of the proceeds of such [Loan] on the Closing Date:

a. The fair value of the assets of the Borrower and [the other Group Members], on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

b. The present fair saleable value of the property of the Borrower and [the other Group Members], on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

c. The Borrower and [the other Group Members], on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured; and

d. The Borrower and [the other Group Members], on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

e. None of Japan Securities Clearing Corporation, Japan Government Bonds Clearing Corporation or JASDEC DVP Clearing Corporation has initiated procedures for suspension of transactions with banks located in Japan by the Borrower or the other Group Members nor any other electronic monetary claim recording institution under applicable Japanese law has taken any analogous procedure.

For the purposes of making the certifications set forth in this Certificate, it is assumed the indebtedness and other obligations incurred under and in connection with the Facility will come due at their respective maturities. For purposes of this Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

As of the date hereof, the undersigned is familiar with the business and financial position of the Borrower and [the other Group Members]. In reaching the conclusions set forth in this Certificate, as of the date hereof, the undersigned has made such other investigations and inquiries as the undersigned has solely deemed appropriate, having taken into account the nature of the particular business anticipated to be conducted by the Borrower and the other Group Members after consummation of the transactions contemplated by the Commitment Letter.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as [chief financial officer] [chief accounting officer] [vice president of finance] [treasurer] [assistant treasurer] [specify other financial officer] [specify other officer with equivalent duties] of the Borrower, on behalf of the Borrower, and not individually and without assuming any personal liability whatsoever, as of the date first stated above.

Ono Pharmaceutical Co., Ltd.

By: _____

Name:

Title:

FORM OF TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this "**Agreement**"), dated as of April 29, 2024, is entered into by and among ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("**Parent**"), TOPAZ MERGER SUB, INC., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), and the stockholder of DECIPHERA PHARMACEUTICALS, INC., a Delaware corporation (the "**Company**"), set forth on Schedule A hereto (the "**Stockholder**" and together with Parent and Merger Sub, the "**Parties**" and each, a "**Party**"). Certain capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, substantially concurrently with the execution of this Agreement, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "**Merger Agreement**"), which provides for, among other things and in each case upon the terms and subject to the conditions set forth in the Merger Agreement, (a) Merger Sub to commence a cash tender offer to acquire (subject to, among other conditions, the Minimum Condition) all of the issued and outstanding shares of common stock, par value $0.01 per share, of the Company ("**Company Common Stock**" and such tender offer, the "**Offer**") at a price per share of Company Common Stock equal to $25.60, net to the seller in cash, without interest (the "**Offer Price**"), and (b) following the consummation of the Offer, the merger of Merger Sub with and into the Company (the "**Merger**"), which will be effected under Section 251(h) of the Delaware General Corporation Law ("**DGCL**"), with the Company surviving the Merger as the surviving corporation and becoming a wholly owned subsidiary of Parent;

WHEREAS, as of the date hereof, the Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**")) of the number of shares of Company Common Stock set forth on Schedule A hereto (all such shares, together with any additional shares of Company Common Stock of which ownership of record or the power to vote is acquired by the Stockholder prior to the termination of this Agreement, including any shares of Company Common Stock issued upon the exercise of or vesting of, any equity or equity-based awards or other conversion of any convertible securities, the "**Subject Shares**"); and

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Stockholder (solely in the Stockholder's capacity as a stockholder of the Company) has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO TENDER AND VOTE

1.1. Agreement to Tender. Subject to the terms of the Offer and this Agreement, the Stockholder agrees to tender or cause to be tendered in the Offer all of the Stockholder's Subject Shares that are shares of Company Common Stock, free and clear of all Encumbrances except for Permitted Encumbrances (as defined below), as promptly as practicable after, but in no event later than ten (10) Business Days after the commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (and in respect of any Subject Shares that are shares of Company Common Stock acquired on or following the commencement of the Offer, the earlier of (a) two (2) Business Days following such acquisition and (b) the Expiration Time), and the Stockholder shall deliver or cause to be delivered (i) in the case of Subject Shares represented by a certificate, a letter of transmittal with respect to such Subject Shares of the Stockholder complying with the terms of the Offer, together with the certificate(s) representing all such Subject Shares, (ii) in the case of a Book Entry Share, written instructions to the Stockholder's broker, dealer or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an "agent's message" (or such other evidence, if any, of transfer as the Paying Agent may reasonably request) with respect to such Subject Shares, and (iii) all other documents or instruments, to the extent applicable, required to be delivered pursuant to the terms of the Offer in order to effect the valid tender of the Subject Shares that are shares of Company Common Stock. The Stockholder agrees that, once any of the Stockholder's Subject Shares are tendered, the Stockholder will not withdraw such Subject Shares from the Offer, unless and until this Agreement shall have been validly terminated in accordance with Section 5.2. For clarity, the Stockholder shall not be required to exercise any unexercised Company Option or Company Warrant or settle any Company RSU or Company PSU held by the Stockholder in order to comply with any provision of this Agreement, but any shares of Company Common Stock of which ownership of record or the power to vote is acquired by the Stockholder from the exercise of any Company Option or Company Warrant or the settlement of any Company RSU or Company PSU during the term of this Agreement shall immediately, upon such exercise or settlement, become subject to this Agreement.

1.2. Agreement to Vote. Subject to the terms of this Agreement, the Stockholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or special meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders of the Company, the Stockholder shall, in each case to the fullest extent that the Stockholder's Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum; and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to all of its Subject Shares (i) in favor of any matters necessary or presented or proposed for the Transactions to be timely consummated, (ii) against any action, agreement or transaction that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of the Stockholder contained in this Agreement or (B) result in any of the conditions set forth in Article 7 or Annex I of the Merger Agreement not being timely satisfied; (iii) against any change in the Company Board (unless such proposed change in the Company Board was proposed by the Company Board and is not in connection with or in support of any actual or potential Acquisition Proposal); and (iv) against any Acquisition Proposal or any other action, agreement or transaction involving the Company that is intended, or would reasonably be expected, to materially impede, materially interfere with, materially delay, materially postpone, materially and adversely affect or prevent the consummation of the Offer or the Merger or the other Transactions. Except as expressly set forth in this Section 1.2, nothing in this Agreement shall limit the right of the Stockholder to vote in favor of, against or abstain with respect to any matter presented from time to time to the stockholders of the Company.

1.3. Conditional Irrevocable Proxy. Each Stockholder hereby irrevocably appoints Parent (and any Person or Persons designated by Parent) as its attorney-in-fact and proxy with full power of substitution and resubstitution, to the full extent of the Stockholder's voting rights with respect to all of the Stockholder's Subject Shares (which proxy is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of the Stockholder) and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote (or issue instructions to the record holder to vote), and to execute (or issue instructions to the record holder to execute) written consents with respect to, all the Stockholder's Subject Shares solely on the matters described in, and in accordance with the provisions of Section 1.2, *if, and only if,* the Stockholder fails to comply with the provisions of Section 1.2 (such proxy, the "**Conditional Proxy**"). The Conditional Proxy is given to secure the obligations of the Stockholder under Section 1.2, and in consideration of and as an additional inducement of Parent and Merger Sub to enter into the Merger Agreement. The Conditional Proxy shall automatically and without further action be revoked, terminated and of no further force or effect, immediately upon the valid termination of this Agreement in accordance with Section 5.2. Parent may terminate the Conditional Proxy with respect to a Stockholder at any time in its sole and absolute discretion by written notice provided to the Stockholder. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the Conditional Proxy contained herein and hereby revokes any proxy previously granted by the Stockholder with respect to its Subject Shares that covers matters addressed by this Agreement. Except as expressly set forth herein, Parent and Merger Sub acknowledge (a) that the Conditional Proxy granted hereby shall not be effective for any other purpose, and (b) such Conditional Proxy shall not limit the rights of the Stockholder to vote or exercise their or its rights to consent in favor of or against, or abstain with respect to, any matter presented from time to time to the Company's stockholders that is not subject to the Conditional Proxy granted to Parent in respect of the Subject Shares pursuant to this Section 1.3.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent and Merger Sub as follows:

2.1. Authorization; Binding Agreement. If the Stockholder is not an individual, the Stockholder is duly organized and validly existing in good standing under the laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within the Stockholder's entity powers and have been duly authorized by all necessary entity actions on the part of the Stockholder, and the Stockholder has full power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. If the Stockholder is an individual, the Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, except as such enforcement may be subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles.

2.2. Non-Contravention. None of the execution and delivery of this Agreement by the Stockholder, the performance of the transactions contemplated hereby or the consummation by the Stockholder with any provisions herein will (a) violate, contravene or conflict with or result in any breach of any provision of the certificate of incorporation or bylaws (or other similar governing documents) of the Stockholder, if the Stockholder is not an individual, (b) violate, conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any Contract or other legally binding instrument or obligation to which the Stockholder is a party or by which the Stockholder or any of its assets may be bound, (c) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Encumbrance on any assets (including the Subject Shares) of the Stockholder (other than one created by Parent or Merger Sub), or (d) violate any Law applicable to the Stockholder or by which any of the assets of the Stockholder (including the Subject Shares) are bound, except as would not, in the case of each of clauses (b), (c) and (d), reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Stockholder's ability to timely perform its obligations under this Agreement. Other than the filings and reports pursuant to and in compliance with the Exchange Act, no filings, notifications, approvals or other consents are required to be obtained by the Stockholder from, or to be given by the Stockholder to, or be made by the Stockholder with, any Governmental Entity in connection with the execution, delivery and performance by the Stockholder of this Agreement.

2.3. Ownership of Subject Shares; Total Shares. As of the date hereof, the Stockholder is and (except with respect to any Subject Shares Transferred in accordance with Section 4.1 or accepted for payment pursuant to the Offer) at all times during the term of this Agreement will be, the sole record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all the Stockholder's Subject Shares and has good and marketable title to all such Subject Shares free and clear of any Encumbrance, except for (a) any such Encumbrance that may be imposed pursuant to this Agreement or any Organizational Documents of the Company, (b) if the Stockholder is a party thereto, the Second Amended and Restated Investor's Rights Agreement dated as of May 26, 2017, by and among Deciphera Pharmaceuticals, LLC and the investors signatory thereto, and (c) transfer restrictions of general applicability as may be provided under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**"), or applicable securities laws (collectively, "**Permitted Encumbrances**"). The Subject Shares listed on Schedule A opposite the Stockholder's name constitute all of the shares of "voting stock" of the Company of which the Stockholder is the owner as of the time that the Company Board approved the Merger Agreement. Without limiting the foregoing, as of the date hereof, other than the Subject Shares listed on Schedule A opposite the Stockholder's name (including any Company Options, Company Warrants, Company RSUs or Company PSUs), the Stockholder does not own beneficially or of record, and does not have any right to acquire (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing), any shares of Company Common Stock (or any securities convertible into or exercisable or exchangeable or redeemable for shares of Company Common Stock) or any interest therein.

2.4. Voting Power. The Stockholder has full voting power with respect to all the Stockholder's Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all the Stockholder's Subject Shares. None of the Stockholder's Subject Shares are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares, except as provided hereunder. The Stockholder has not entered into any Contract that is inconsistent with, or would in any way restrict, limit or interfere with, the performance of the Stockholder's obligations hereunder in any material respect.

2.5. Reliance. The Stockholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that the Stockholder desired, the Stockholder availed itself of such right and opportunity and the Stockholder is competent to execute this Agreement. The Stockholder understands and acknowledges that the Company, Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

2.6. Absence of Litigation. With respect to the Stockholder, as of the date hereof, there is no Legal Proceeding pending against, or, to the actual knowledge of the Stockholder, threatened in writing against the Stockholder or any of the Stockholder's assets (including the Subject Shares) before or by any Governmental Entity that would reasonably be expected to prevent or materially delay or impair the consummation by the Stockholder of the transactions contemplated by this Agreement or otherwise materially impair the Stockholder's ability to perform its obligations hereunder.

2.7. Brokers. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Company in connection with the transactions contemplated hereby based upon arrangements made by the Stockholder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Stockholder as follows:

3.1. Organization and Qualification. Each of Parent and Merger Sub is a corporation or other Entity duly organized, validly existing and in good standing (if recognized in the applicable jurisdiction of organization) under the laws of its jurisdiction of organization and has all necessary power and authority to (a) conduct its business in the manner in which its business is currently being conducted; and (b) own and use its assets in the manner in which its assets are currently owned and used, except where the failure does not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Parent's or Merger Sub's ability to timely perform its obligations under this Agreement. Parent owns beneficially and of record all of the outstanding capital stock of Merger Sub, free and clear of all Encumbrances, except for transfer restrictions of general applicability as may be provided under the Securities Act or applicable securities laws.

3.2. Authority for this Agreement. Each of Parent and Merger Sub has the corporate power and authority, and has taken all corporate action necessary, to execute and deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub have been duly and validly authorized by all necessary entity action on the part of each of Parent and Merger Sub, and no other entity proceedings on the part of Parent and Merger Sub are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and Merger Sub, and assuming due authorization, execution and delivery by the Company, this Agreement constitutes the legal, valid and binding obligation of Parent and Merger Sub and is enforceable against Parent and Merger Sub in accordance with its terms, except as such enforcement may be subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles.

3.3. Non-Contravention. None of the execution and delivery by each of Parent and Merger Sub of this Agreement, the performance by each of Parent and Merger Sub of its obligations hereunder or the consummation by each of Parent and Merger Sub of the transactions contemplated hereby will (a) result in a violation or breach of any agreement to which each of Parent and Merger Sub is a party or by which each of Parent and Merger Sub may be bound, (b) violate any Law or Order applicable to each of Parent and Merger Sub or (c) violate the Organizational Documents of each of Parent and Merger Sub, except as would not, in the case of each of clauses (a) and (b), reasonably be expected to have, individually or in the aggregate, a material adverse effect on Parent's or Merger Sub's ability to perform its obligations under this Agreement.

3.4. Absence of Litigation. With respect to each of Parent and Merger Sub, as of the date hereof, there is no Legal Proceeding pending against, or, to the actual knowledge of Parent or Merger Sub, threatened in writing against Parent or Merger Sub before or by any Governmental Entity that would reasonably be expected to prevent or materially delay or impair the consummation by Parent or Merger Sub of the transactions contemplated by this Agreement or otherwise materially impair the ability of Parent or Merger Sub to perform its obligations hereunder.

ARTICLE IV
ADDITIONAL COVENANTS OF THE STOCKHOLDER

The Stockholder hereby covenants and agrees that until the valid termination of this Agreement in accordance with Section 5.2:

4.1. No Transfer; No Inconsistent Arrangements.

(a) Except as provided hereunder or under the Merger Agreement, from and after the date hereof and until this Agreement is validly terminated in accordance with Section 5.2,

the Stockholder shall not, directly or indirectly, without the prior written consent of Parent, (i) create or permit to exist any Encumbrance, other than Permitted Encumbrances, on any of the Stockholder's Subject Shares, (ii) transfer, sell, assign, gift, hedge, lend, pledge or otherwise dispose of (including by sale or merger, by tendering into any tender or exchange offer, by testamentary disposition, by liquidation or dissolution, by dividend or distribution, by operation of Law or otherwise), either voluntarily or involuntarily, or enter into any derivative arrangement with respect to (collectively, "**Transfer**"), any of the Stockholder's Subject Shares, or any right or interest therein (or consent to any of the foregoing), (iii) enter into any Contract with respect to any Transfer of the Stockholder's Subject Shares or any interest therein, (iv) subject to the Conditional Proxy granted under Section 1.3, grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any of the Stockholder's Subject Shares (except for a proxy provided to management of the Company not in violation of Section 1.3 and customary arrangements with the Stockholder's prime broker and/or custodian), (v) deposit or permit the deposit of any of the Stockholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Stockholder's Subject Shares (except for customary arrangements with the Stockholder's prime broker and/or custodian), (vii) enter into any Contract or otherwise take any other action that is inconsistent with, or would restrict, limit or interfere with the performance of, the Stockholder's obligations hereunder in any material respect or otherwise make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect as though made on the date of such Contract or action or (viii) knowingly approve or consent to any of the forgoing. Any action taken in violation of the foregoing shall be null and void *ab initio*. If any involuntary Transfer of any of the Stockholder's Subject Shares in the Company shall occur (including, but not limited to, a sale by the Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement in accordance with Section 5.2.

(b) Notwithstanding the foregoing, (i) the Stockholder, if the Stockholder is an individual, may Transfer its Subject Shares (A) to any member of the Stockholder's immediate family, (B) to a trust for the sole benefit of the Stockholder or any member of the Stockholder's immediate family, the sole trustees of which are the Stockholder or any member of the Stockholder's immediate family (or any similar Transfer for estate planning purposes), (C) by will or under the laws of intestacy upon the death of the Stockholder, (D) to any charitable organization, (E) by effecting a "net exercise" of a Company Option or a "net settlement" of a Company RSU or Company PSU in which the Company holds back shares of Company Common Stock otherwise issuable either to pay the exercise price upon the exercise of a Company Option and/or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Option or settlement of a Company RSU or Company PSU, or (F) in connection with a broker-assisted sale in the open market with respect to (x) the cashless exercise of a Company Option expiring during the term of this Agreement or (y) exercise of a Company Option or settlement or vesting of a Company RSU or Company PSU, in each case either to pay the exercise price upon the exercise of a Company Option and/or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Option or settlement of a Company RSU or Company PSU and (ii) the Stockholder, if the Stockholder is an entity, may Transfer its Subject Shares to any Affiliate of the Stockholder or to one or more partners or members of the Stockholder; *provided*, that a Transfer referred to in this

Section 4.1 shall be permitted only if (x) all of the representations and warranties in this Agreement with respect to the Stockholder would be true and correct in all material respects upon the completion of such Transfer and (y) the transferee, prior to any such Transfer, executes and delivers to Parent and Merger Sub a counterpart to this Agreement pursuant to which such transferee shall be bound by all of the terms and provisions of this Agreement and agree and acknowledge that such Person shall constitute a "Stockholder" for all purposes of this Agreement.

4.2. No Exercise of Appraisal Rights. The Stockholder forever and irrevocably and unconditionally waives and agrees not to exercise, assert or perfect, or attempt to exercise, assert or perfect, any appraisal rights in respect of the Stockholder's Subject Shares that may arise in connection with the Offer and the Merger.

4.3. Documentation and Information. The Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent, except and to the extent as may be required by applicable Law (including the filing of a Schedule 13D with the SEC which may include this Agreement as an exhibit thereto, and *provided* that, except for any such Schedule 13D, reasonable notice of any such disclosure will be provided to Parent to the extent permitted by applicable Law). The Stockholder consents to and hereby authorizes Parent and Merger Sub (and, if applicable, the Company) to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent or Merger Sub (or, if applicable, the Company) reasonably determines to be necessary in connection with the Offer, the Merger and any Transactions, the Stockholder's identity and ownership of the Subject Shares, the existence of this Agreement and the nature of the Stockholder's commitments and obligations under this Agreement (*provided* that the Stockholder shall have a reasonable opportunity to review and approve that portion of any disclosure that identifies the Stockholder by name prior to any such filing, such approval not to be unreasonably withheld, conditioned or delayed), and the Stockholder acknowledges that Parent and Merger Sub (or, if applicable, the Company) may file this Agreement or a form hereof with the SEC or any other Governmental Entity, subject to redaction of the Stockholder's contact information included on Schedule A. The Stockholder agrees to promptly give Parent any information it may reasonably request for the preparation of any such disclosure documents, and the Stockholder agrees to promptly notify Parent of any required corrections with respect to any written information supplied by the Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

4.4. Adjustments. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting the Subject Shares, the terms of this Agreement shall apply to the resulting securities and the term "Subject Shares" shall be deemed to refer to and include such securities.

4.5. Waiver of Certain Actions. The Stockholder hereby agrees not to commence or participate in, assist or knowingly encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any Legal Proceeding, derivative or otherwise, against Parent, Merger Sub, the Company or any of their respective successors or their affiliates and each of their successors and assigns and their respective directors and officers

(a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Merger Agreement (including any claim seeking to enjoin or delay the Acceptance Time or the Closing), except to enforce the terms thereof or (b) alleging a breach of any duty of the Company Board in connection with the Merger Agreement, this Agreement or the transactions contemplated thereby or hereby.

4.6. No Solicitation. The Stockholder (in its capacity as a stockholder of the Company) shall not, and shall cause its controlled Affiliates and its and their respective representatives not to, directly or indirectly, (a) solicit, initiate or knowingly encourage the submission or announcement of any Acquisition Proposal or Acquisition Inquiry, (b) furnish any non-public information regarding the Company to any Person for the purpose of encouraging, or in response to, an Acquisition Proposal or Acquisition Inquiry, or (c) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry. The Stockholder shall, and shall direct its controlled Affiliates and its and their respective representatives to, immediately cease and cause to be terminated any existing solicitation of, or discussions or negotiations with, any Third Party relating to any Acquisition Proposal or Acquisition Inquiry, in each case except as expressly permitted by Section 2.3 and Section 6.2 of the Merger Agreement and subject to the covenants, restrictions and obligations set forth therein. It is understood that this Agreement limits the rights of the Stockholder only to the extent that the Stockholder is acting in such capacity, and nothing herein shall be construed as limiting or restricting the Stockholder in its capacity as a director or officer of the Company or any designee of the Stockholder who is a director or officer of the Company from acting in such capacity or voting in such Person's sole discretion on any matter, including complying with or exercising the Stockholder's (or such designee of the Stockholder's who is a director or officer of the Company) fiduciary duties as a member of the Company Board. No action taken solely in the Stockholder's capacity as a director or officer of the Company shall be deemed to constitute a breach of this Agreement; it being further understood that, notwithstanding anything to the contrary provided in this Agreement, the Stockholder or any of its Affiliates or representatives may participate in any discussions or negotiations with respect to a possible tender and support, voting or similar agreement in connection with an Acquisition Proposal in the event that the Company is permitted to engage in discussions or negotiations with respect to such Acquisition Proposal under the terms of the Merger Agreement.

ARTICLE V
MISCELLANEOUS

5.1. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) on the date delivered or sent if delivered in person or sent by email (to the extent that no "bounce back" or similar message indicating non-delivery is received with respect thereto), (b) on the third (3rd) Business Day after dispatch by registered or certified mail or (c) on the next Business Day if transmitted by nationally recognized overnight courier, in each case as follows:

(i) if to Parent or Merger Sub:

Ono Pharmaceutical Co., Ltd.
8-2, Kyutaromachi 1-chome
Chuo-ku, Osaka 541-8564
Attention: [Omitted]
Email: [Omitted]

with a copy (which shall not constitute notice) to:

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Michael D. Helsel
Email: helselm@gtlaw.com

and

Greenberg Traurig, LLP
2101 L Street, N.W.
Suite 1000
Washington, D.C. 20037
Attention: Chia-Feng Lu
Email: chiafeng.lu@gtlaw.com

(ii) if to the Stockholder, to the address or email address set forth for the Stockholder on Schedule A hereto.

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02110
Attention: Stuart M. Cable
Lisa R. Haddad
James Ding
Email: scable@goodwinlaw.com
lhaddad@goodwinlaw.com
jding@goodwinlaw.com

5.2. Termination. This Agreement shall terminate automatically with respect to the Stockholder, without any notice or other action by any Person, upon the earliest of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Effective Time, (c) any modification or amendment to the Merger Agreement or the Offer without the Stockholder's prior written consent that decreases the Offer Price or changes the form of consideration payable to the Stockholder pursuant to the terms of the Merger Agreement, or (d) the mutual written consent of Parent and the Stockholder. In addition, upon a Change in Recommendation of the Company Board under and in compliance with the Merger Agreement, the provisions set forth in Article I of this Agreement shall not apply for so long as such Change in Recommendation shall remain in effect; *provided*, *however*, that if the Company Board withdraws such Change in Recommendation

and recommends that the stockholders of the Company accept the Offer, tender their shares of Company Common Stock in the Offer and, to the extent required under applicable Law, approve the Merger and adopt the Merger Agreement (a "**Renewed Recommendation**"), the provisions set forth in Article I of this Agreement shall thereafter remain in full force and effect for so long as such Renewed Recommendation remains in effect. Upon termination of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; *provided*, *however*, that (i) nothing set forth in this Section 5.2 shall relieve any Party from liability for the Willful and Material Breach of this Agreement prior to termination hereof and (ii) the provisions of this Article V shall survive any valid termination of this Agreement in accordance with this Section 5.2.

5.3. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. At any time prior to the Effective Time, Parent and Merger Sub, on the one hand, and the Stockholder, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any breach of the representations and warranties of the other contained herein or in any document delivered pursuant hereto or (c) waive compliance by the other with any of the agreements or covenants contained herein. Any such extension or waiver shall be valid only if it is expressly set forth in a written instrument duly executed and delivered on behalf of the Party or Parties to be bound thereby, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

5.4. Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such expenses, whether or not the Offer and Merger are consummated.

5.5. Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; *provided*, *however*, that neither this Agreement nor any of the rights hereunder may be assigned by a Party without the prior written consent of the other Parties, and any attempted assignment of this Agreement or any of such rights without such consent shall be null and void *ab initio*.

5.6. Entire Agreement; Counterparts. This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, including by email with .pdf attachments, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

5.7. Enforcement of the Agreement.

(a) The Stockholder agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Stockholder does not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Stockholder acknowledges and agrees that (i) Parent and Merger Sub shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 5.8(a) without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (ii) the right of specific performance is an integral part of this Agreement and the transactions contemplated hereby and without that right, the Parties would not have entered into this Agreement. The Stockholder agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. The Stockholder acknowledges and agrees that, in seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 5.7, Parent and Merger Sub shall not be required to provide any bond or other security in connection with any such order or injunction.

(b) The Stockholder acknowledges and agrees that time is of the essence and that the Parties would suffer ongoing irreparable injury for so long as any provision of this Agreement is not performed in accordance with its specific terms (but subject to any time period allotted for such performance by such terms). It is accordingly agreed that, as to any Legal Proceedings in which Parent or Merger Sub seeks specific performance or other equitable relief pursuant to Section 5.7(a), the Stockholder shall use its commercially reasonable efforts to seek an expedited schedule for such proceedings and shall not oppose Parent's or Merger Sub's request for expedited proceedings.

5.8. Jurisdiction; Waiver of Jury Trial.

(a) In any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, each Party (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware, New Castle County, or, if that court does not have jurisdiction, a federal court sitting in Wilmington, Delaware (collectively, the "**Delaware Courts**"), (ii) agrees that all claims in respect of such action or proceeding shall be heard and determined in any such court, (iii) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) shall not bring any action or proceeding arising out of or relating to this Agreement or any of the Transactions in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Person with respect thereto. Each Party agrees that notice or the service of process in any action or proceeding arising out of or relating to this Agreement or the Transactions shall be properly served or delivered if delivered in the manner contemplated by Section 5.1. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; *provided*, *however*, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final court judgment.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH PARTY (I) MAKES THIS WAIVER VOLUNTARILY AND (II) ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 5.8(b).

5.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

5.10. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their permitted assigns) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

5.12. Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import. The word "or" is not exclusive. The words "hereof," "herein," "hereby," "herewith" and words of similar import shall unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "extent" and the phrase "to the extent" means the degree to which a subject or other thing extends, and such word or phrase shall not simply mean "if." The word "will" shall be construed to have the same meaning as the word "shall".

(d) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits," "Schedules" or "Annexes" are intended to refer to Sections of this Agreement and Exhibits, Schedules or Annexes to this Agreement.

(e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(f) All references to "cash," "Dollars" or "$" are to United States Dollars, unless expressly stated otherwise.

(g) Unless indicated otherwise, (i) any action required to be taken by or on a day or Business Day may be taken until 11:59 p.m., Eastern Time, on such day or Business Day, (ii) all references to "days" shall be to calendar days unless otherwise indicated as a "Business Day", (iii) all days, Business Days, times and time periods contemplated by this Agreement will be determined by reference to Eastern Time, and (iv) whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(h) As used in this Agreement, "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

5.13. Further Assurances. Upon the reasonable request of Parent, the Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable, to perform its obligations under this Agreement.

5.14. Capacity as Stockholder. The Stockholder signs this Agreement solely in the Stockholder's capacity as a stockholder of the Company, and not, if applicable, in the Stockholder's capacity as a director or officer of the Company. Nothing herein shall in any way restrict a Stockholder that is director or officer of the Company in the taking of any actions (or failure to act) in his or her capacity as a director or officer of the Company if such action (or failure to act) would be inconsistent with the exercise of his or her fiduciary duties as a director or officer of the Company.

5.15. Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time.

5.16. Stockholder Liability. Parent and Merger Sub agree that the Stockholder will not be liable for claims, losses, damages, liabilities or other obligations of, or incurred by, the Company resulting from the Company's breach of the Merger Agreement except to the extent that breach of the Stockholder's obligations hereunder was also involved in such breach by the Company.

5.17. No Ownership Interest. Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Stockholder, and neither Parent nor Merger Sub shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the voting of any of the Shares of Company Common Stock, except as otherwise provided herein.

5.18. Change in Subject Shares. The Stockholder agrees to promptly, and in no event later than within two (2) Business Days, notify Parent of any acquisition of Subject Shares (including from the exercise or settlement, as applicable, of Company Options, Company Warrants, Company RSUs and Company PSUs) and the number of such Subject Shares. Upon any such acquisition of Subject Shares, Schedule A shall be deemed updated accordingly without any further action by any Party hereto.

5.19. No Agreement Until Executed. This Agreement shall not be effective unless and until (a) the Merger Agreement is executed by all parties thereto and (b) this Agreement is executed by all parties hereto.

[*Signature Pages Follow*]

The Parties have caused this Agreement to be executed as of the date first above written.

ONO PHARMACEUTICAL CO., LTD.
a Japanese company (*kabushiki kaisha*)

By: _____
Name: Gyo Sagara
Title: Representative Director, Chairperson of the Board and Chief Executive Officer

TOPAZ MERGER SUB, INC.
a Delaware corporation

By: _____
Name: Masayuki Tanigawa
Title: President

The Parties have caused this Agreement to be executed as of the date first above written.

THE "STOCKHOLDER"

[•]

By: _____

Schedule A

Name of Stockholder	Number of Company Common Stock	Number of Company Preferred Stock	Number of Company Options	Number of Company Warrants	Number of Company RSUs	Number of Company PSUs	Address and email address for purposes of Section 5.1
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Exhibit (d)(3)

EXECUTION COPY

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this "**Agreement**"), dated as of April 29, 2024, is entered into by and among ONO PHARMACEUTICAL CO., LTD., a Japanese company (*kabushiki kaisha*) ("**Parent**"), TOPAZ MERGER SUB, INC., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), and the stockholder of DECIPHERA PHARMACEUTICALS, INC., a Delaware corporation (the "**Company**"), set forth on Schedule A hereto (the "**Stockholder**" and together with Parent and Merger Sub, the "**Parties**" and each, a "**Party**"). Certain capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, substantially concurrently with the execution of this Agreement, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "**Merger Agreement**"), which provides for, among other things and in each case upon the terms and subject to the conditions set forth in the Merger Agreement, (a) Merger Sub to commence a cash tender offer to acquire (subject to, among other conditions, the Minimum Condition) all of the issued and outstanding shares of common stock, par value $0.01 per share, of the Company ("**Company Common Stock**" and such tender offer, the "**Offer**") at a price per share of Company Common Stock equal to $25.60, net to the seller in cash, without interest (the "**Offer Price**"), and (b) following the consummation of the Offer, the merger of Merger Sub with and into the Company (the "**Merger**"), which will be effected under Section 251(h) of the Delaware General Corporation Law ("**DGCL**"), with the Company surviving the Merger as the surviving corporation and becoming a wholly owned subsidiary of Parent;

WHEREAS, as of the date hereof, the Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**")) of the number of shares of Company Common Stock set forth on Schedule A hereto (all such shares, together with any additional shares of Company Common Stock of which ownership of record or the power to vote is acquired by the Stockholder prior to the termination of this Agreement, including any shares of Company Common Stock issued upon the exercise of or vesting of, any equity or equity-based awards or other conversion of any convertible securities, the "**Subject Shares**"); and

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Stockholder (solely in the Stockholder's capacity as a stockholder of the Company) has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO TENDER AND VOTE

1.1. Agreement to Tender. Subject to the terms of the Offer and this Agreement, the Stockholder agrees to tender or cause to be tendered in the Offer all of the Stockholder's Subject Shares that are shares of Company Common Stock, free and clear of all Encumbrances except for Permitted Encumbrances (as defined below), as promptly as practicable after, but in no event later than ten (10) Business Days after the commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (and in respect of any Subject Shares that are shares of Company Common Stock acquired on or following the commencement of the Offer, the earlier of (a) two (2) Business Days following such acquisition and (b) the Expiration Time), and the Stockholder shall deliver or cause to be delivered (i) in the case of Subject Shares represented by a certificate, a letter of transmittal with respect to such Subject Shares of the Stockholder complying with the terms of the Offer, together with the certificate(s) representing all such Subject Shares, (ii) in the case of a Book Entry Share, written instructions to the Stockholder's broker, dealer or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an "agent's message" (or such other evidence, if any, of transfer as the Paying Agent may reasonably request) with respect to such Subject Shares, and (iii) all other documents or instruments, to the extent applicable, required to be delivered pursuant to the terms of the Offer in order to effect the valid tender of the Subject Shares that are shares of Company Common Stock. The Stockholder agrees that, once any of the Stockholder's Subject Shares are tendered, the Stockholder will not withdraw such Subject Shares from the Offer, unless and until this Agreement shall have been validly terminated in accordance with Section 5.2. For clarity, the Stockholder shall not be required to exercise any unexercised Company Option or Company Warrant or settle any Company RSU or Company PSU held by the Stockholder in order to comply with any provision of this Agreement, but any shares of Company Common Stock of which ownership of record or the power to vote is acquired by the Stockholder from the exercise of any Company Option or Company Warrant or the settlement of any Company RSU or Company PSU during the term of this Agreement shall immediately, upon such exercise or settlement, become subject to this Agreement.

1.2. Agreement to Vote. Subject to the terms of this Agreement, the Stockholder hereby irrevocably agrees with the Company, and only with the Company, that, during the time this Agreement is in effect, at any annual or special meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders of the Company, the Stockholder shall, in each case to the fullest extent that the Stockholder's Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum; and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to all of its Subject Shares (i) in favor of any matters reasonably necessary or presented or proposed for the Transactions to be timely consummated, (ii) against any action, agreement or transaction that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of the Stockholder contained in this Agreement or (B) result in any of the conditions set forth in Article 7 or Annex I of the Merger Agreement not being timely satisfied; (iii) against any change in the Company Board (unless such proposed change in the Company Board was proposed by the Company Board and is not in connection with or in support of any actual or potential Acquisition Proposal); and (iv) against any Acquisition Proposal or any other action, agreement or transaction involving the Company that is intended, or would reasonably be expected, to materially impede, materially interfere with, materially delay, materially postpone, materially and adversely affect or prevent the consummation of the Offer or the Merger or the other Transactions. Except as expressly set forth in this Section 1.2, nothing in this Agreement shall limit the right of the Stockholder to vote in favor of, against or abstain with respect to any matter presented from time to time to the stockholders of the Company.

1.3. Conditional Irrevocable Proxy. Each Stockholder hereby irrevocably appoints Parent (and any Person or Persons designated by Parent) as its attorney-in-fact and proxy with full power of substitution and resubstitution, to the full extent of the Stockholder's voting rights with respect to all of the Stockholder's Subject Shares (which proxy is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of the Stockholder) and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote (or issue instructions to the record holder to vote), and to execute (or issue instructions to the record holder to execute) written consents with respect to, all the Stockholder's Subject Shares solely on the matters described in, and in accordance with the provisions of Section 1.2, *if, and only if,* the Stockholder fails to comply with the provisions of Section 1.2 (such proxy, the "**Conditional Proxy**"). The Conditional Proxy is given to secure the obligations of the Stockholder under Section 1.2, and in consideration of and as an additional inducement of Parent and Merger Sub to enter into the Merger Agreement. The Conditional Proxy shall automatically and without further action be revoked, terminated and of no further force or effect, immediately upon the valid termination of this Agreement in accordance with Section 5.2. Parent may terminate the Conditional Proxy with respect to a Stockholder at any time in its sole and absolute discretion by written notice provided to the Stockholder. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the Conditional Proxy contained herein and hereby revokes any proxy previously granted by the Stockholder with respect to its Subject Shares that covers matters addressed by this Agreement. Except as expressly set forth herein, Parent and Merger Sub acknowledge (a) that the Conditional Proxy granted hereby shall not be effective for any other purpose, and (b) such Conditional Proxy shall not limit the rights of the Stockholder to vote or exercise their or its rights to consent in favor of or against, or abstain with respect to, any matter presented from time to time to the Company's stockholders that is not subject to the Conditional Proxy granted to Parent in respect of the Subject Shares pursuant to this Section 1.3.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent and Merger Sub as follows:

2.1. Authorization; Binding Agreement. If the Stockholder is not an individual, the Stockholder is duly organized and validly existing in good standing under the laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within the Stockholder's entity powers and have been duly authorized by all necessary entity actions on the part of the Stockholder, and the Stockholder has full power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. If the Stockholder is an individual, the Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming due authorization, execution and delivery by the other

Parties, constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, except as such enforcement may be subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles.

2.2. Non-Contravention. None of the execution and delivery of this Agreement by the Stockholder, the performance of the transactions contemplated hereby or the consummation by the Stockholder with any provisions herein will (a) violate, contravene or conflict with or result in any breach of any provision of the certificate of incorporation or bylaws (or other similar governing documents) of the Stockholder, if the Stockholder is not an individual, (b) violate, conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any Contract or other legally binding instrument or obligation to which the Stockholder is a party or by which the Stockholder or any of its assets may be bound, (c) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Encumbrance on any assets (including the Subject Shares) of the Stockholder (other than one created by Parent or Merger Sub), or (d) violate any Law applicable to the Stockholder or by which any of the assets of the Stockholder (including the Subject Shares) are bound, except as would not, in the case of each of clauses (b), (c) and (d), reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Stockholder's ability to timely perform its obligations under this Agreement. Other than the filings and reports pursuant to and in compliance with the Exchange Act, no filings, notifications, approvals or other consents are required to be obtained by the Stockholder from, or to be given by the Stockholder to, or be made by the Stockholder with, any Governmental Entity in connection with the execution, delivery and performance by the Stockholder of this Agreement.

2.3. Ownership of Subject Shares; Total Shares. As of the date hereof, the Stockholder is and (except with respect to any Subject Shares Transferred in accordance with Section 4.1 or accepted for payment pursuant to the Offer) at all times during the term of this Agreement will be, the sole record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all the Stockholder's Subject Shares and has good and marketable title to all such Subject Shares free and clear of any Encumbrance, except for (a) any such Encumbrance that may be imposed pursuant to this Agreement or any Organizational Documents of the Company, (b) if the Stockholder is a party thereto, the Second Amended and Restated Investor's Rights Agreement dated as of May 26, 2017, by and among Deciphera Pharmaceuticals, LLC and the investors signatory thereto, and/or the Deciphera Pharmaceuticals, Inc. Registration Rights Agreement, dated as of September 27, 2017, by and among the Company and the investors signatory thereto, and (c) transfer restrictions of general applicability as may be provided under the Securities Act, or any other United States or federal or state securities laws and the rules and regulations promulgated thereunder (collectively, "**Permitted Encumbrances**"). The Subject Shares listed on Schedule A opposite the Stockholder's name constitute all of the shares of "voting stock" of the Company of which the Stockholder is the owner as of the time that the Company Board approved the Merger Agreement. Without limiting the foregoing, as of the date hereof, other than the Subject Shares listed on Schedule A opposite the Stockholder's name (including any Company Options, Company Warrants, Company RSUs or Company PSUs), the Stockholder does not own beneficially or of record, and does not have any right to acquire (whether currently,

upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combination of the foregoing), any shares of Company Common Stock (or any securities convertible into or exercisable or exchangeable or redeemable for shares of Company Common Stock) or any interest therein.

2.4. Voting Power. The Stockholder has full voting power with respect to all the Stockholder's Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all the Stockholder's Subject Shares. None of the Stockholder's Subject Shares are subject to any stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Shares, except as provided hereunder. The Stockholder has not entered into any Contract that is inconsistent with, or would in any way restrict, limit or interfere with, the performance of the Stockholder's obligations hereunder in any material respect.

2.5. Reliance. The Stockholder has been represented by or had the opportunity to be represented by independent counsel of its own choosing and has had the right and opportunity to consult with its attorney, and to the extent, if any, that the Stockholder desired, the Stockholder availed itself of such right and opportunity and the Stockholder is competent to execute this Agreement. The Stockholder understands and acknowledges that the Company, Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

2.6. Absence of Litigation. With respect to the Stockholder, as of the date hereof, there is no Legal Proceeding pending against, or, to the actual knowledge of the Stockholder, threatened in writing against the Stockholder or any of the Stockholder's assets (including the Subject Shares) before or by any Governmental Entity that would reasonably be expected to prevent or materially delay or impair the consummation by the Stockholder of the transactions contemplated by this Agreement or otherwise materially impair the Stockholder's ability to perform its obligations hereunder.

2.7. Brokers. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Company in connection with the transactions contemplated hereby based upon arrangements made by the Stockholder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Stockholder as follows:

3.1. Organization and Qualification. Each of Parent and Merger Sub is a corporation or other Entity duly organized, validly existing and in good standing (if recognized in the applicable jurisdiction of organization) under the laws of its jurisdiction of organization and has all necessary power and authority to (a) conduct its business in the manner in which its business is currently being conducted; and (b) own and use its assets in the manner in which its assets are currently owned and used, except where the failure does not have, and would not reasonably be

expected to have, individually or in the aggregate, a material adverse effect on Parent's or Merger Sub's ability to timely perform its obligations under this Agreement. Parent owns beneficially and of record all of the outstanding capital stock of Merger Sub, free and clear of all Encumbrances, except for transfer restrictions of general applicability as may be provided under the Securities Act or applicable securities laws.

3.2. Authority for this Agreement. Each of Parent and Merger Sub has the corporate power and authority, and has taken all corporate action necessary, to execute and deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub have been duly and validly authorized by all necessary entity action on the part of each of Parent and Merger Sub, and no other entity proceedings on the part of Parent and Merger Sub are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and Merger Sub, and assuming due authorization, execution and delivery by the Company, this Agreement constitutes the legal, valid and binding obligation of Parent and Merger Sub and is enforceable against Parent and Merger Sub in accordance with its terms, except as such enforcement may be subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles.

3.3. Non-Contravention. None of the execution and delivery by each of Parent and Merger Sub of this Agreement, the performance by each of Parent and Merger Sub of its obligations hereunder or the consummation by each of Parent and Merger Sub of the transactions contemplated hereby will (a) result in a violation or breach of any agreement to which each of Parent and Merger Sub is a party or by which each of Parent and Merger Sub may be bound, (b) violate any Law or Order applicable to each of Parent and Merger Sub or (c) violate the Organizational Documents of each of Parent and Merger Sub, except as would not, in the case of each of clauses (a) and (b), reasonably be expected to have, individually or in the aggregate, a material adverse effect on Parent's or Merger Sub's ability to perform its obligations under this Agreement.

3.4. Absence of Litigation. With respect to each of Parent and Merger Sub, as of the date hereof, there is no Legal Proceeding pending against, or, to the actual knowledge of Parent or Merger Sub, threatened in writing against Parent or Merger Sub before or by any Governmental Entity that would reasonably be expected to prevent or materially delay or impair the consummation by Parent or Merger Sub of the transactions contemplated by this Agreement or otherwise materially impair the ability of Parent or Merger Sub to perform its obligations hereunder.

ARTICLE IV
ADDITIONAL COVENANTS OF THE STOCKHOLDER

The Stockholder hereby covenants and agrees that until the valid termination of this Agreement in accordance with Section 5.2:

4.1. No Transfer; No Inconsistent Arrangements.

(a) Except as provided hereunder or under the Merger Agreement, from and after the date hereof and until this Agreement is validly terminated in accordance with Section 5.2, the Stockholder shall not, directly or indirectly, without the prior written consent of Parent, (i) create or permit to exist any Encumbrance, other than Permitted Encumbrances, on any of the Stockholder's Subject Shares, (ii) transfer, sell, assign, gift, hedge, lend, pledge or otherwise dispose of (including by sale or merger, by tendering into any tender or exchange offer, by testamentary disposition, by liquidation or dissolution, by dividend or distribution, by operation of Law or otherwise), either voluntarily or involuntarily, or enter into any derivative arrangement with respect to (collectively, "**Transfer**"), any of the Stockholder's Subject Shares, or any right or interest therein (or consent to any of the foregoing), (iii) enter into any Contract with respect to any Transfer of the Stockholder's Subject Shares or any interest therein, (iv) subject to the Conditional Proxy granted under Section 1.3, grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any of the Stockholder's Subject Shares (except for a proxy provided to management of the Company not in violation of Section 1.3 and customary arrangements with the Stockholder's prime broker and/or custodian), (v) deposit or permit the deposit of any of the Stockholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Stockholder's Subject Shares (except for customary arrangements with the Stockholder's prime broker and/or custodian), (vii) enter into any Contract or otherwise take any other action that is inconsistent with, or would restrict, limit or interfere with the performance of, the Stockholder's obligations hereunder in any material respect or otherwise make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect or (viii) knowingly approve or consent to any of the forgoing. Any action taken in violation of the foregoing shall be null and void *ab initio*. If any involuntary Transfer of any of the Stockholder's Subject Shares in the Company shall occur (including, but not limited to, a sale by the Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement in accordance with Section 5.2.

(b) Notwithstanding the foregoing, (i) the Stockholder, if the Stockholder is an individual, may Transfer its Subject Shares (A) to any member of the Stockholder's immediate family, (B) to a trust for the sole benefit of the Stockholder or any member of the Stockholder's immediate family, the sole trustees of which are the Stockholder or any member of the Stockholder's immediate family (or any similar Transfer for estate planning purposes), (C) by will or under the laws of intestacy upon the death of the Stockholder, (D) to any charitable organization, (E) by effecting a "net exercise" of a Company Option or a "net settlement" of a Company RSU or Company PSU in which the Company holds back shares of Company Common Stock otherwise issuable either to pay the exercise price upon the exercise of a Company Option and/or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Option or settlement of a Company RSU or Company PSU, or (F) in connection with a broker-assisted sale in the open market with respect to (x) the cashless exercise of a Company Option expiring during the term of this Agreement or (y) exercise of a Company Option or settlement or vesting of a Company RSU or Company PSU, in each case either to pay the exercise price upon the exercise of a Company Option and/or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Option or settlement of a Company RSU or Company PSU and (ii) the Stockholder, if

the Stockholder is an entity, may Transfer its Subject Shares to any Affiliate of the Stockholder or to one or more partners or members of the Stockholder; *provided*, that a Transfer referred to in this Section 4.1 shall be permitted only if (x) all of the representations and warranties in this Agreement with respect to the Stockholder would be true and correct in all material respects upon the completion of such Transfer and (y) the transferee, prior to any such Transfer, executes and delivers to Parent and Merger Sub a counterpart to this Agreement pursuant to which such transferee shall be bound by all of the terms and provisions of this Agreement and agree and acknowledge that such Person shall constitute a "Stockholder" for all purposes of this Agreement.

4.2. No Exercise of Appraisal Rights. The Stockholder forever and irrevocably and unconditionally waives and agrees not to exercise, assert or perfect, or attempt to exercise, assert or perfect, any appraisal rights in respect of the Stockholder's Subject Shares that may arise in connection with the Offer and the Merger.

4.3. Documentation and Information. The Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent, except and to the extent as may be required by applicable Law (including the filing of a Schedule 13D with the SEC which may include this Agreement as an exhibit thereto, and *provided* that, except for any such Schedule 13D, reasonable notice of any such disclosure will be provided to Parent to the extent permitted by applicable Law). The Stockholder consents to and hereby authorizes Parent and Merger Sub (and, if applicable, the Company) to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent or Merger Sub (or, if applicable, the Company) reasonably determines to be necessary in connection with the Offer, the Merger and any Transactions, the Stockholder's identity and ownership of the Subject Shares, the existence of this Agreement and the nature of the Stockholder's commitments and obligations under this Agreement (*provided* that the Stockholder shall have a reasonable opportunity to review and approve that portion of any disclosure that identifies the Stockholder by name prior to any such filing, such approval not to be unreasonably withheld, conditioned or delayed), and the Stockholder acknowledges that Parent and Merger Sub (or, if applicable, the Company) may file this Agreement or a form hereof with the SEC or any other Governmental Entity, subject to redaction of the Stockholder's contact information included on Schedule A. The Stockholder agrees to promptly give Parent any information it may reasonably request for the preparation of any such disclosure documents, and the Stockholder agrees to promptly notify Parent of any required corrections with respect to any written information supplied by the Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

4.4. Adjustments. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting the Subject Shares, the terms of this Agreement shall apply to the resulting securities and the term "Subject Shares" shall be deemed to refer to and include such securities.

4.5. Waiver of Certain Actions. The Stockholder hereby agrees not to commence or participate in, assist or knowingly encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any Legal Proceeding, derivative or otherwise, against Parent, Merger Sub, the Company or any of their respective successors or their affiliates and each of their successors and assigns and their respective directors and officers (a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Merger Agreement (including any claim seeking to enjoin or delay the Acceptance Time or the Closing), except to enforce the terms thereof or (b) alleging a breach of any duty of the Company Board in connection with the Merger Agreement, this Agreement or the transactions contemplated thereby or hereby.

4.6. No Solicitation. The Stockholder (in its capacity as a stockholder of the Company) shall not, and shall cause its controlled Affiliates and its and their respective representatives not to, directly or indirectly, (a) solicit, initiate or knowingly encourage the submission or announcement of any Acquisition Proposal or Acquisition Inquiry, (b) furnish any non-public information regarding the Company to any Person for the purpose of encouraging, or in response to, an Acquisition Proposal or Acquisition Inquiry, or (c) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry. The Stockholder shall, and shall direct its controlled Affiliates and its and their respective representatives to, immediately cease and cause to be terminated any existing solicitation of, or discussions or negotiations with, any Third Party relating to any Acquisition Proposal or Acquisition Inquiry, in each case except as expressly permitted by Section 2.3 and Section 6.2 of the Merger Agreement and subject to the covenants, restrictions and obligations set forth therein. It is understood that this Agreement limits the rights of the Stockholder only to the extent that the Stockholder is acting in such capacity, and nothing herein shall be construed as limiting or restricting the Stockholder in its capacity as a director or officer of the Company or any designee of the Stockholder who is a director or officer of the Company from acting in such capacity or voting in such Person's sole discretion on any matter, including complying with or exercising the Stockholder's (or such designee of the Stockholder's who is a director or officer of the Company) fiduciary duties as a member of the Company Board. No action taken solely in the Stockholder's capacity as a director or officer of the Company shall be deemed to constitute a breach of this Agreement; it being further understood that, notwithstanding anything to the contrary provided in this Agreement, the Stockholder or any of its Affiliates or representatives may participate in any discussions or negotiations with respect to a possible tender and support, voting or similar agreement in connection with an Acquisition Proposal in the event that the Company is permitted to engage in discussions or negotiations with respect to such Acquisition Proposal under the terms of the Merger Agreement.

ARTICLE V
MISCELLANEOUS

5.1. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) on the date delivered or sent if delivered in person or sent by email (to the extent that no "bounce back" or similar message indicating non-delivery is received with respect thereto), (b) on the third (3rd) Business Day after dispatch by registered or certified mail, (c) on the next Business Day if transmitted by nationally recognized overnight courier, or (d) when sent if sent by email to the Party to be notified if received prior to 5:00 p.m. in the place of receipt on a Business Day, otherwise such notice or communication shall be deemed not to have been received until the next succeeding Business Day; *provided*, *however*, that notice given by

email shall not be effective unless (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 5.1 or (ii) the receiving party delivers a written confirmation of receipt for such notice either by email (excluding "out of office" or similar automated replies) or any other method described in this Section 5.1; in each case as follows:

(i) if to Parent or Merger Sub:

Ono Pharmaceutical Co., Ltd.
8-2, Kyutaromachi 1-chome
Chuo-ku, Osaka 541-8564
Attention: Masayuki Tanigawa
Email: tanigawa@ono-pharma.com

with a copy (which shall not constitute notice) to:

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Michael D. Helsel
Email: helselm@gtlaw.com

and

Greenberg Traurig, LLP
2101 L Street, N.W.
Suite 1000
Washington, D.C. 20037
Attention: Chia-Feng Lu
Email: chiafeng.lu@gtlaw.com

(ii) if to the Stockholder, to the address or email address set forth for the Stockholder on Schedule A hereto.

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02110
Attention: Stuart M. Cable
Lisa R. Haddad
James Ding
Email: scable@goodwinlaw.com
lhaddad@goodwinlaw.com
jding@goodwinlaw.com

5.2. Termination. This Agreement shall terminate automatically with respect to the Stockholder, without any notice or other action by any Person, upon the earliest of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Effective Time, (c) any modification or amendment to the Merger Agreement or the Offer without the Stockholder's prior written consent that (i) decreases the Offer Price, (ii) changes the form of consideration payable to the Stockholder pursuant to the terms of the Merger Agreement, or (iii) extends the End Date or imposes any additional conditions or obligations that would reasonably be expected to prevent or materially impede the consummation of the Transactions, or (d) the mutual written consent of Parent and the Stockholder. In addition, upon a Change in Recommendation of the Company Board under and in compliance with the Merger Agreement, the provisions set forth in Article I of this Agreement shall not apply for so long as such Change in Recommendation shall remain in effect; *provided*, *however*, that if the Company Board withdraws such Change in Recommendation and recommends that the stockholders of the Company accept the Offer, tender their shares of Company Common Stock in the Offer and, to the extent required under applicable Law, approve the Merger and adopt the Merger Agreement (a "**Renewed Recommendation**"), the provisions set forth in Article I of this Agreement shall thereafter remain in full force and effect for so long as such Renewed Recommendation remains in effect. Upon termination of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; *provided*, *however*, that (i) nothing set forth in this Section 5.2 shall relieve any Party from liability for the Willful and Material Breach of this Agreement prior to termination hereof and (ii) the provisions of this Article V shall survive any valid termination of this Agreement in accordance with this Section 5.2.

5.3. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. At any time prior to the Effective Time, Parent and Merger Sub, on the one hand, and the Stockholder, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any breach of the representations and warranties of the other contained herein or in any document delivered pursuant hereto or (c) waive compliance by the other with any of the agreements or covenants contained herein. Any such extension or waiver shall be valid only if it is expressly set forth in a written instrument duly executed and delivered on behalf of the Party or Parties to be bound thereby, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

5.4. Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such expenses, whether or not the Offer and Merger are consummated.

5.5. Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; *provided*, *however*, that neither this Agreement nor any of the rights hereunder may be assigned by a Party without the prior written consent of the other Parties, and any attempted assignment of this Agreement or any of such rights without such consent shall be null and void *ab initio*.

5.6. Entire Agreement; Counterparts. This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, including by email with .pdf attachments, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

5.7. Enforcement of the Agreement.

(a) The Stockholder agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Stockholder does not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Stockholder acknowledges and agrees that (i) Parent and Merger Sub shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 5.8(a) without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (ii) the right of specific performance is an integral part of this Agreement and the transactions contemplated hereby and without that right, the Parties would not have entered into this Agreement. The Stockholder agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. The Stockholder acknowledges and agrees that, in seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 5.7, Parent and Merger Sub shall not be required to provide any bond or other security in connection with any such order or injunction.

(b) The Stockholder acknowledges and agrees that time is of the essence and that the Parties would suffer ongoing irreparable injury for so long as any provision of this Agreement is not performed in accordance with its specific terms (but subject to any time period allotted for such performance by such terms). It is accordingly agreed that, as to any Legal Proceedings in which Parent or Merger Sub seeks specific performance or other equitable relief pursuant to Section 5.7(a), the Stockholder shall use its commercially reasonable efforts to seek an expedited schedule for such proceedings and shall not oppose Parent's or Merger Sub's request for expedited proceedings.

5.8. Jurisdiction; Waiver of Jury Trial.

(a) In any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, each Party (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware, New Castle County, or, if that court does not have jurisdiction, a federal court sitting in

Wilmington, Delaware (collectively, the "**Delaware Courts**"), (ii) agrees that all claims in respect of such action or proceeding shall be heard and determined in any such court, (iii) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) shall not bring any action or proceeding arising out of or relating to this Agreement or any of the Transactions in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Person with respect thereto. Each Party agrees that notice or the service of process in any action or proceeding arising out of or relating to this Agreement or the Transactions shall be properly served or delivered if delivered in the manner contemplated by Section 5.1. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; *provided*, *however*, that nothing in the foregoing shall restrict any Party's rights to seek any post-judgment relief regarding, or any appeal from, such final court judgment.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), INCLUDING ANY COUNTERCLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH PARTY (I) MAKES THIS WAIVER VOLUNTARILY AND (II) ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 5.8(b).

5.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

5.10. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their permitted assigns) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; *provided*, *however*, that the Company shall be deemed to be a third-party beneficiary of the Stockholders' obligations under Section 1.2 and Section 4.1 and shall be entitled to enforce the terms of this Agreement in respect thereto as if it were a party hereto.

5.11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

5.12. Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import. The word "or" is not exclusive. The words "hereof," "herein," "hereby," "herewith" and words of similar import shall unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "extent" and the phrase "to the extent" means the degree to which a subject or other thing extends, and such word or phrase shall not simply mean "if." The word "will" shall be construed to have the same meaning as the word "shall".

(d) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits," "Schedules" or "Annexes" are intended to refer to Sections of this Agreement and Exhibits, Schedules or Annexes to this Agreement.

(e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(f) All references to "cash," "Dollars" or "$" are to United States Dollars, unless expressly stated otherwise.

(g) Unless indicated otherwise, (i) any action required to be taken by or on a day or Business Day may be taken until 11:59 p.m., Eastern Time, on such day or Business Day, (ii) all references to "days" shall be to calendar days unless otherwise indicated as a "Business Day", (iii) all days, Business Days, times and time periods contemplated by this Agreement will be determined by reference to Eastern Time, and (iv) whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(h) As used in this Agreement, "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

5.13. Further Assurances. Upon the reasonable request of Parent, the Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable, to perform its obligations under this Agreement.

5.14. Capacity as Stockholder. The Stockholder signs this Agreement solely in the Stockholder's capacity as a stockholder of the Company, and not, if applicable, in the Stockholder's capacity as a director or officer of the Company. Nothing herein shall in any way restrict a Stockholder that is director or officer of the Company or any director or officer of the Company that is affiliated with the Stockholder in the taking of any actions (or failure to act) in his or her capacity as a director or officer of the Company if such action (or failure to act) would be inconsistent with the exercise of his or her fiduciary duties as a director or officer of the Company.

5.15. Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time.

5.16. Stockholder Liability. Parent and Merger Sub agree that the Stockholder will not be liable for claims, losses, damages, liabilities or other obligations of, or incurred by, the Company resulting from the Company's breach of the Merger Agreement except to the extent that breach of the Stockholder's obligations hereunder was also involved in such breach by the Company.

5.17. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Stockholder, and neither Parent nor Merger Sub shall have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the voting of any of the Shares of Company Common Stock, except as otherwise provided herein.

5.18. Change in Subject Shares. The Stockholder agrees to promptly, and in no event later than within two (2) Business Days, notify Parent of any acquisition of Subject Shares (including from the exercise or settlement, as applicable, of Company Options, Company Warrants, Company RSUs and Company PSUs) and the number of such Subject Shares. Upon any such acquisition of Subject Shares, Schedule A shall be deemed updated accordingly without any further action by any Party hereto.

5.19. No Agreement Until Executed. This Agreement shall not be effective unless and until (a) the Merger Agreement is executed by all parties thereto and (b) this Agreement is executed by all parties hereto.

[*Signature Pages Follow*]

The Parties have caused this Agreement to be executed as of the date first above written.

ONO PHARMACEUTICAL CO., LTD.,
a Japanese company (*kabushiki kaisha*)

By: /s/ Gyo Sagara
Name: Gyo Sagara
Title: Representative Director, Chairperson of the Board and Chief Executive Officer

TOPAZ MERGER SUB, INC.
a Delaware corporation

By: /s/ Masayuki Tanigawa
Name: Masayuki Tanigawa
Title: President

BRIGHTSTAR ASSOCIATES LLC
a Missouri limited liability company

By: /s/ Greg A. Hamilton
Name: Greg A. Hamilton
Title: President

Schedule A

Name of Stockholder	Number of Company Common Stock	Number of Company Preferred Stock	Number of Company Options	Number of Company Warrants	Number of Company RSUs	Number of Company PSUs	Address and email address for purposes of Section 5.1
Brightstar Associates LLC	23,107,844	0	0	0	0	0	Address: [Omitted] Email: [Omitted] with a copy (which shall not constitute notice) to: Latham & Watkins, LLP 140 Scott Dr, Menlo Park, CA 94025 Attention: Anthony J. Richmond and Mark M. Bekheit Email: tony.richmond@lw.com; mark.bekheit@lw.com

Exhibit (d)(4)

EXECUTION COPY

PERSONAL AND CONFIDENTIAL

March 8, 2024

Ono Pharmaceutical Co., Ltd.
8-2, Kyutaromachi 1-chome
Chuo-ku, Osaka 541-8564

Ladies and Gentlemen:

1. In connection with your consideration of a possible negotiated business combination transaction between Deciphera Pharmaceuticals, Inc. (the "Company") and you (the "Possible Transaction"), you have requested information relating to the Company that is confidential and proprietary. As a condition to your being furnished such information, you agree to treat any information, in any form or medium, whether written or oral, relating to the Company or any of its subsidiaries, affiliates or divisions (whether prepared by the Company, its advisors or otherwise) that is furnished to you before, on or after the date of this letter agreement, by or on behalf of the Company (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter agreement and to take or abstain from taking certain other actions herein set forth. The term "Evaluation Material" includes, without limitation, all notes, analyses, compilations, spread sheets, data, reports, studies, interpretations or other documents furnished to you or your Representatives (as defined below) or prepared by you or your Representatives to the extent such materials reflect or are based upon, in whole or in part, the Evaluation Material. The term "Evaluation Material" does not include information that (a) is or becomes available to you on a nonconfidential basis from a source other than the Company or its Representatives; provided that such source is not actually known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation to, the Company that prohibits such disclosure, (b) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this letter agreement, (c) has been or is independently developed by you or your Representatives without the use of the Evaluation Material or in violation of the terms of this letter agreement or (d) is the subject of a written permission to disclose provided by the Company. For purposes of this letter agreement, the term "Representatives" shall include (i) when used in relation to the Company, the Company's subsidiaries and Affiliates (as such term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) and its and their respective directors, officers, employees, consultants, attorneys, accountants, financial advisors and other representatives, and (ii) when used in relation to you, your subsidiaries and Affiliates and your and their respective directors, officers, employees, consultants, attorneys, accountants, financial advisors and other representatives (it being agreed that,

except with the prior written consent of the Company, your Representatives shall specifically not include your lenders or any other financing source or representatives thereof). You hereby agree that the Evaluation Material will be kept confidential and used solely for the purpose of evaluating and negotiating the Possible Transaction; provided, however, that the Evaluation Material may be disclosed (i) to your Representatives who need to know such information for the sole purpose of evaluating and negotiating a Possible Transaction, (ii) pursuant to an External Demand in accordance with paragraph 4 of this letter agreement, and (iii) as the Company may otherwise consent in writing. All such Representatives shall (A) be informed by you of the confidential nature of the Evaluation Material, (B) agree to keep the Evaluation Material strictly confidential, and (C) be advised of the terms of this letter agreement and agree to be bound by the terms hereof to the same extent as if they were parties to this letter agreement. You agree to be responsible for any breaches of any of the provisions of this letter agreement by any of your Representatives (it being understood that such responsibility shall be in addition to and not by way of limitation of any right or remedy the Company may have against your Representatives with respect to such breach). It is understood and agreed that the Company may, in its sole discretion, from time to time determine that disclosure of certain Evaluation Material to certain of your Representatives may be inappropriate, in which event at the Company's request, you shall refrain from disclosing such Evaluation Material to such Representatives. You agree to notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Evaluation Material which may come to your attention.

2. You will not, and will direct your Representatives not to, disclose to any person (including any governmental agency, authority or official or any third party) either the fact that discussions or negotiations are taking place (or have taken place) concerning the Possible Transaction or any of the terms, conditions or other facts with respect to the Possible Transaction, including the status thereof or that Evaluation Material has been made available to you (such information, "Transaction Information"); provided, however, that disclosure of Transaction Information pursuant to an External Demand shall be governed by paragaph 4 of this letter agreement; provided further, however, that, other than in the case of an External Demand, you and your Affiliates may disclose Transaction Information (a "Permitted Disclosure") if but only if (i) such disclosure is required under applicable securities or antitrust laws or under applicable stock exchange rules as determined based on advice of legal counsel and (ii) such disclosure requirement does not arise from a breach of this letter agreement. Without limiting the generality of the foregoing, and other than your Representatives who need to know such information for the sole purpose of evaluating and negotiating a Possible Transaction, you further agree that you will not, directly or indirectly, contact, share the Evaluation Material or Transaction Information with or enter into any agreement, arrangement or understanding, or any discussions which would reasonably be expected to lead to an agreement, arrangement or understanding, with any other person regarding a Possible Transaction

involving the Company, including any financing sources, without the prior written consent of the Company and only upon such person executing a confidentiality agreement in favor of the Company with terms and conditions consistent with this letter agreement. The Company agrees that neither it nor its Representatives will disclose to any third party (except for other Representatives of the Company) in a manner that identifies you by name or by a reasonably identifiable description the fact that you have signed this letter agreement, received Evaluation Material, or are a potential or actual party in connection with the Possible Transaction, except as required by law, rule or regulation or External Demand.

3. Each party hereby acknowledges that such party and its respective Representatives are aware that the Evaluation Material and Transaction Information may contain material, non-public information about the Company and that United States and Japanese securities laws prohibit any person who has received from an issuer any material, non-public information from purchasing or selling securities of such issuer.

4. Notwithstanding anything to the contrary provided in this letter agreement, (x) in the event you or any of your Representatives receive a request or are required by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or pursuant to a formal request from a regulatory examiner (any such requested or required disclosure, an "External Demand") to disclose all or any part of the Evaluation Material or (y) in the case of a Permitted Disclosure, you or your Representatives, as the case may be, agree to (a) promptly notify the Company of the existence, terms and circumstances surrounding such External Demand or Permitted Disclosure, (b) consult with the Company on the advisability of taking legally available steps to resist or narrow such request or disclosure, and (c) assist the Company, at the Company's expense, in seeking a protective order or other appropriate remedy to the extent available under the circumstances. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions hereof, (i) you or your Representatives, as the case may be, may disclose only that portion of the Evaluation Material or Transaction Information which you or your Representatives are advised by outside legal counsel is legally required to be disclosed and to only those persons to whom you or your Representatives are advised by outside legal counsel are legally required to receive such information, and you or your Representatives shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such Evaluation Material or Transaction Information, and (ii) you or your Representatives shall not be liable for such disclosure, unless such disclosure was caused by or resulted from a previous disclosure by you or your Representatives not permitted by this letter agreement. Notwithstanding anything to the contrary provided in this letter agreement, in the event the Company or any of its Representatives is required by applicable law, rule or regulation or receives an External Demand to disclose all or any part of the Transaction Information that identifies you by

name or reasonably identifiable description, the Company or its Representatives, as the case may be, agree to, in each event to the extent legally permissible, (i) promptly notify you of the existence, terms and circumstances surrounding such External Demand or required disclosure, (ii) consult with you on the advisability of taking legally available steps to resist or narrow such request or disclosure, and (iii) assist you, at your expense, in seeking a protective order or other appropriate remedy to the extent available under the circumstances. In the event that such protective order or other remedy is not obtained or that you waive compliance with the provisions hereof, (1) the Company or its Representatives, as the case may be, may disclose only that portion of the Transaction Information that is legally required to be disclosed and to only those persons that are legally required to receive such information, and the Company or its Representatives shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such Transaction Information, and (2) the Company or its Representatives shall not be liable for such disclosure, unless such disclosure was caused by or resulted from a previous disclosure by the Company or its Representatives not permitted by this letter agreement.

5. Unless otherwise agreed to by the Company in writing, (a) all communications regarding the Possible Transaction, (b) requests for additional information, (c) requests for management meetings, and (d) discussions or questions regarding procedures, timing and terms of the Possible Transaction, should be submitted or directed exclusively to the Chief Executive Officer of the Company and/or such contacts at J.P. Morgan Securities LLC designated by the Company.

6. You agree that, for a period of one (1) year from the date hereof, neither you nor any of your Affiliates who are provided with Evaluation Material or Transaction Information, or any of your Representatives acting on your knowing behalf or at your direction, will, directly or indirectly, solicit for employment or employ or cause to leave the employ of the Company or any of its subsidiaries (a) any individual serving as an officer of the Company, Deciphera Pharmaceuticals, LLC or any of the Company's other subsidiaries, or (b) any employee of the Company or any of its subsidiaries with whom you have had substantial contact, or who is specifically identified to you, during your investigation of the Company and its business, in each case without obtaining the prior written consent of the Company; provided that you may (i) make general solicitations for employment not specifically directed at the Company or any of its subsidiaries or their respective employees and employ any person who responds to such solicitations and (ii) solicit for employment or employ any persons who have no longer been employed by the Company for a period of at least six (6) months at the time of your first contact with them.

7. You hereby acknowledge and agree that, unless otherwise agreed in writing by the Company, for a period of one (1) year from the date of this letter agreement, neither you nor any of your Affiliates who are provided with Evaluation Material or Transaction Information, or any of your Representatives acting on your knowing behalf or at your direction, will, directly or indirectly: (a) propose (i) any merger, consolidation, business combination, tender or exchange offer, purchase of any substantial part of the Company's assets or businesses, or similar extraordinary transactions involving the Company or (ii) any recapitalization, restructuring, liquidation or other extraordinary transaction with respect to the Company; (b) (i) acquire beneficial ownership of any securities (including in derivative form) of the Company (collectively, a transaction specified in (a)(i), (a)(ii) and (b)(i) involving a majority of the Company's outstanding capital stock or consolidated assets, is referred to as a "Business Combination"), (ii) propose or seek, whether alone or in concert with others, any "solicitation" (as such term is used in the rules of the Securities and Exchange Commission) of proxies or consents to vote any securities (including in derivative form) of the Company, (iii) nominate any person as a director of the Company, or (iv) propose any matter to be voted upon by the stockholders of the Company; (c) form, join or in any way participate in a third party "group" (as such term is used in the rules of the Securities and Exchange Commission) (or discuss with any third party the potential formation of a group) with respect to any securities (including in derivative form) of the Company or a Business Combination involving the Company; (d) request the Company (or any of its Representatives), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence); or (e) take any action that could require the Company to make a public announcement regarding a potential Business Combination; provided, however, that nothing in this paragraph shall prohibit you from making a confidential proposal to the Company's Chief Executive Officer or the Company's Board of Directors for a transaction involving a Business Combination, but only so long as such proposal would not reasonably be expected to require any public disclosure by you or the Company (or any of its or your successors); provided, further, however, that notwithstanding the foregoing provisions of this Section 7, the restrictions set forth in this Section 7 shall terminate and be of no further force and effect following (i) the public announcement by the Company that it has entered into a definitive agreement with a third party for a transaction involving a Business Combination or (ii) the public announcement or commencement by a person or group of a tender or exchange offer to acquire the Company's equity securities constituting more than 50% of the Company's voting power, which tender or exchange offer remains publicly unopposed by the Company for a period of ten (10) business days following such public announcement or commencement.

8. You represent and warrant that, as of the date hereof, neither you nor any of your controlled Affiliates beneficially own any securities of the Company or have any other pecuniary or voting interest in the securities of the Company, except as otherwise disclosed to the Company. For purposes of this letter agreement, "beneficially own", "beneficially owned" and "beneficial ownership" shall have the meaning set forth in Rules 13d-3 and 13d-5(b)(l) promulgated under the Exchange Act.

9. You understand that neither the Company nor any of its Representatives has made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor any of its Representatives shall have any liability to you or any of your Representatives resulting from the selection, use or content of the Evaluation Material by you or your Representatives.

10. Upon the Company's demand, you shall, and shall direct your Representatives to, either promptly (a) destroy the Evaluation Material and any copies thereof (including material that references Transaction Information), or (b) return to the Company all Evaluation Material and any copies thereof (including material that references Transaction Information), and, in either case, confirm in writing to the Company that all such material has been destroyed or returned, as applicable, in compliance with this letter agreement. It is understood that information in an intangible or electronic format containing Evaluation Material or Transaction Information cannot be removed, erased or otherwise deleted from archival systems (also known as "computer or system back-ups") but that such information will continue to be protected under the confidentiality requirements and non-use limitations contained in this letter agreement and you and such Representatives shall not purposefully access such information. Notwithstanding the foregoing, you and your Representatives may retain one copy of any work product prepared by you or them that contains Evaluation Material or Transaction Information to the extent necessary pursuant to applicable legal or regulatory requirements; provided that you and such Representatives shall use such work product solely for the foregoing purposes and shall continue to be bound by the obligations of confidentiality and non-use hereunder for such period of time as you and such Representatives retain such work product.

11. You agree that, except to the extent expressly authorized by the Company in advance, neither you nor any of your Representatives acting on your behalf or at your direction will directly or indirectly have any formal or informal discussions or other communications, or directly or indirectly enter into any agreement, arrangement or understanding, whether formal or informal and whether or not binding, with any director, officer or other employee of the Company, Deciphera Pharmaceuticals, LLC or any of the Company's other subsidiaries relating to (i) any retention, severance, equity or other compensation, incentives or benefits that may be or become payable to any directors, officers or employees of the Company or any of its subsidiaries in connection with a Possible Transaction or following the consummation thereof, or (ii) any directorship, employment, consulting arrangement or other similar association or involvement of any directors, officers or other employees of the Company or any of its subsidiaries with the Company or any Affiliate of the Company following the consummation of a Possible Transaction.

12. To the extent that any Evaluation Material may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal or regulatory proceedings or governmental investigations, the parties hereto understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the disclosure of such material is not intended to, and will not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege and any such Evaluation Material will remain entitled to all protection under these privileges, this letter agreement and the joint defense doctrine. Nothing in this letter agreement obligates any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege, and in the event of an inadvertent disclosure of any materials which may have the effect of waiving any such privilege, you and your Representatives agree to destroy any such materials promptly upon the request of the Company or its Representatives.

13. Nothing in this letter agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company or any of its subsidiaries, nor shall this letter agreement grant any rights in or to the Evaluation Material other than the limited right to review such Evaluation Material solely for the purpose of evaluating and negotiating the Possible Transaction.

14. You acknowledge and agree that money damages would not be a sufficient remedy for any breach (or threatened breach) of this letter agreement by you or your Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach (or threatened breach), without proof of damages, and each party further agrees to waive, and shall cause its Representatives to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for a breach of this letter agreement but will be in addition to all other remedies available at law or in equity.

15. Each party agrees that unless and until a definitive agreement between the Company and you with respect to the Possible Transaction has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this or any written or oral expression except, in the case of this letter agreement, for the matters specifically agreed to herein. In addition, each party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Possible Transaction other than claims under any definitive agreement relating to a Possible Transaction or under this letter agreement. For purposes of this letter agreement, the term “definitive agreement” does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral acceptance of an offer or bid by either party. The agreement set forth in this paragraph may be modified or waived only by a separate writing by the Company and you expressly so modifying or waiving such agreement.

16. You acknowledge that (a) the Company shall be free to conduct the process for a transaction as the Company in its sole discretion shall determine (including, without limitation, negotiating with any prospective buyers and entering into a definitive agreement without prior notice to you or to any other person), and (b) any procedures relating to such transaction may be implemented or changed at any time without notice to you or any other person.

17. This letter agreement shall continue for a period of two (2) years after the date hereof; provided that no termination shall relieve either party from a prior breach; provided further that your obligations of confidentiality and non-use hereunder shall continue to apply to Evaluation Material constituting "trade secrets" for as long as such information continues to constitute trade secrets under applicable law.

18. No failure or delay by either party or any of its respective Representatives in exercising any right, power or privilege under this letter agreement shall operate as a waiver thereof unless in writing and signed by an officer of such party or other authorized person on its behalf. No modification or amendment of this letter agreement shall be effective unless in writing and signed by the Company and you.

19. Neither this letter agreement nor the obligations hereunder may be assigned or otherwise transferred by a party without written consent of the other party, except in connection with the sale of all or substantially all of a party's assets, equity or business, including by way of a merger, reorganization or similar transaction. This letter agreement shall be binding upon the parties, their successors and their permitted assigns.

20. The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision.

21. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the Chancery Courts in the State of Delaware and the United States District Court for the District of the State of Delaware for any action, suit or proceeding arising out of or relating to this letter agreement, and agree not to commence any action, suit or proceeding related thereto except in such courts.

22. This letter agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Notwithstanding the foregoing, nothing contained in this letter agreement shall modify or impair any of the rights or obligations of the parties under the Confidential Disclosure Agreement dated as of June 16, 2022, as amended as of May 10, 2023 and November 8, 2023, by and between Deciphera Pharmaceuticals, LLC and you, with respect to any Confidential Information (as defined therein) provided by the parties thereunder prior to the date of this letter agreement.

23. This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. One or more counterparts of this letter agreement may be delivered by facsimile or pdf electronic transmission, with the intention that they shall have the same effect as an original counterpart hereof.

[Signature Page Follows]

Very truly yours,

DECIPHERA PHARMACEUTICALS, INC.

By: /s/ Steve Hoerter
Name: Steve Hoerter
Title: Chief Executive Officer

Confirmed and Agreed to:

ONO PHARMACEUTICAL CO., LTD.

By: /s/ Masayuki Tanigawa
Name: Masayuki Tanigawa
Title: Corporate Officer, Executive Director, Corporate Development & Strategy

Exhibit 107

Calculation of Filing Fee Tables

SC TO-T
(Form Type)

Deciphera Pharmaceuticals, Inc.
(Name of Subject Company - Issuer)

Topaz Merger Sub, Inc.
(Names of Filing Persons - Offeror)

Ono Pharmaceutical Co., Ltd.
(Names of Filing Persons - Parent of Offeror)

Table 1: Transaction Valuation

	Transaction Valuation	Fee Rate	Amount of Filing Fee
Fees to Be Paid	$2,426,954,563*	0.00014760	$358,218**
Fees Previously Paid	$0.00		$0.00
Total Transaction Valuation	$2,426,954,563		
Total Fees Due for Filing			$358,218
Total Fees Previously Paid			$0.00
Total Fee Offsets			$0.00
Net Fee Due			$358,218

* The transaction valuation was estimated based on the sum of (a) the product of 82,225,972 shares of common stock issued and outstanding and $25.60 per share; (b) the product of 6,980,932 shares of common stock underlying outstanding options, with exercise prices less than $25.60, and $12.524, which is the difference between $25.60 and the weighted average exercise price of $13.076 per share of the underlying outstanding stock options; (c) the product of 3,085,820 shares of common stock underlying outstanding restricted stock unit awards and $25.60 per share; (d) the product of 530,544 shares of common stock underlying outstanding performance stock unit awards and $25.60 per share; (e) the product of 5,466,133 shares of common stock underlying outstanding pre-funded warrants, and $25.59, which is the difference between $25.60 and the weighted average exercise price of $0.01 per share of the underlying outstanding pre-funded warrants; and (f) the product of 81,376 shares of common stock estimated to be issued under the Company ESPP and $25.60 per share. The calculation of the filing fee is based on information provided by Deciphera Pharmaceuticals, Inc. as of April 24, 2024.

** The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2024 beginning on October 1, 2023, issued on August 25, 2023, by multiplying the transaction valuation by 0.00014760.