

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 31, 2022

SPECTRUM PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35006
(Commission
File Number)

93-0979187
(IRS Employer
Identification No.)

Pilot House - Lewis Wharf, 2 Atlantic Avenue
(Address of principal executive offices)

6th Floor Boston, MA

02110
(Zip Code)

Registrant's telephone number, including area code: (617) 586-3900

Not Applicable
(Former name or former address if changed since last report.)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	SPPI	The NASDAQ Global Select Market

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

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

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

On January 4, 2023, Spectrum Pharmaceuticals, Inc. (the “Company”) reported that Dr. Francois Lebel resigned from employment as the Company’s Executive Vice President and Chief Medical Officer, effective December 31, 2022 (the “Termination Date”).

On December 31, 2022, the Company and Dr. Lebel entered into a Confidential Separation Agreement and General Release (the “Separation Agreement”) which shall become effective on the eighth calendar day following the Termination Date. Pursuant to the Separation Agreement, the Executive Employment Agreement between the Company and Dr. Lebel (the “Employment Agreement”), previously filed as Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q for the quarter ending June 30, 2019, has been terminated and Dr. Lebel has waived all rights, benefits and all other types and forms of compensation that he may have been entitled to upon separation from employment as set forth in the Employment Agreement. Pursuant to the Separation Agreement, Dr. Lebel has agreed to a general release with the Company and to certain restrictive covenants, including confidentiality, non-disparagement and limitations on the hiring of Company employees.

Under the terms of the Separation Agreement, Dr. Lebel is entitled to receive (i) a bonus for the 2022 calendar year, equal to \$148,500 USD, (ii) distribution of his deferred compensation subject to regulatory guidelines, including vesting of the Company match that is attributable to the 2022 plan year, and (iii) accelerated vesting of any stock issued by the Company, including options or shares subject to options granted to Dr. Lebel under the Company’s Long Term Investment Plan and/or under any stock option agreement between Dr. Lebel and the Company, that were scheduled to vest in January, February and March of 2023 which will be accelerated and vest or become exercisable as of the Termination Date.

In connection with Dr. Lebel’s cessation of service, the Company and Dr. Lebel also entered into a Consulting Agreement dated January 2, 2023 (the “Consulting Agreement”), pursuant to which Dr. Lebel will provide consulting and advisory services related to the Company’s business, products, and as otherwise mutually agreed from time to time, for a period of three (3) months. In exchange for his counsel, Dr. Lebel will receive a consulting fee equal to \$80,000. The Consulting Agreement contains customary provisions relating to, among other things, confidentiality, non-compete, non-disparagement, limitations on the hiring of Company employees and work product ownership.

The foregoing is only a summary of the material terms of the Separation Agreement and Consulting Agreement and does not purport to be a complete description of the rights and obligations of the parties thereunder. The foregoing descriptions of the Separation Agreement and Consulting Agreement are qualified in their entirety by reference to the forms of Separation Agreement and Consulting Agreement, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated herein by reference.

A copy of the Company’s press release with respect to the matters addressed in this Item 5.02 is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Confidential Separation Agreement and General Release, dated December 31, 2022, between Spectrum Pharmaceuticals, Inc. and Francois Lebel.</u>
10.2	<u>Consulting Agreement, dated January 2, 2023, between Spectrum Pharmaceuticals, Inc. and Francois Lebel.</u>
99.1	<u>Press release dated January 4, 2023.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

SPECTRUM PHARMACEUTICALS, INC.

Date: January 4, 2023

By: /s/ Nora E. Brennan
Nora E. Brennan
Executive Vice President and Chief Financial Officer

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (this "Agreement") is hereby entered into by and between Francois Lebel, an individual (the "Employee"), and Spectrum Pharmaceuticals, Inc., on behalf of itself and all of its affiliated entities (collectively, the "Company").

1. Effective Date. Except as otherwise provided herein, this Agreement shall be effective on the eighth calendar day after it has been executed by both of the parties (the "Effective Date"), unless the Specified Sections (as defined in Section 12(c), below) have been timely and properly revoked as provided in Section 12(c) before the Effective Date.

2. Termination of Employment. The Employee has been employed by the Company as its Chief Medical Officer on an at-will basis, pursuant to an employment agreement between the Employee and the Company, dated June 19, 2019 (the "Employment Agreement"). Through mutual agreement, the parties hereby agree that the Employee's employment with Company will terminate on December 31, 2022 (the "Termination Date"). By entering into this Agreement, the Employee expressly waives all of his rights, benefits and all other types and forms of compensation that he may have been entitled to upon separation from employment as set-forth in the Employment Agreement, and the Employee's separation is viewed and understood by Employee and the Company to be a voluntary resignation without "Good Reason" (as defined in the Employment Agreement). Accordingly, and for sake of clarity, by virtue of the parties' mutual agreement and with the Employee's execution of this Agreement, Employee is not owed and will not in the future be entitled to any compensation, any equity or any other awards or benefits that were contemplated in the Employment Agreement and could have been received by Employee as set-forth in the Employment Agreement. The Employee further acknowledges that Employee's employment with the Company has irrevocably and forever ended and will not be resumed at any time.

3. Final Wages. On the Termination Date, the Company shall pay Employee all final wages and for all accrued, unused vacation time earned up until the Termination Date, less required tax withholdings and authorized deductions.

4. Separation Payment; Conditions for Payment.

(a) In return for the Employee's promises in this Agreement and, together with the payments described in Section 3 of this Agreement, in full satisfaction of any other amounts or benefits the Company might otherwise owe employee under the terms and conditions of the Employment Agreement including, but not limited to Section 5 thereof, the Company will provide the Employee with: (i) a bonus for the 2022 calendar year, of \$148,500 USD, (ii) distribution of Employee's deferred compensation subject to regulatory guidelines, including vesting of Company match that is attributable to the 2022 plan year and (iii) accelerated vesting of any stock issued by the Company, including options or shares subject to options granted to the Employee under the Company's Long Term Investment Plan (the "Plans") and/or under any stock option agreement between the Employee and the Company that were scheduled to vest in January, February & March of 2023 will be accelerated and vest or become exercisable as of the Termination Date (the "Accelerated Vesting"); the amounts set forth in clauses (i) (ii) and (iii) collectively being referred to as the "Separation Payment".

(b) The Separation Payment Shall be made in two parts. Part one shall consist of the Employee's bonus as defined in 5(a)(i) and will be mailed or wired to the Employee in one (1) lump sum within thirty (30) days following the later of the Effective Date or Termination Date. Part two of the Separation Payment shall consist of the Employee's deferred compensation as defined in 5(a)(ii). The Employee is a "Specified Employee" as defined under Section 409A of the Internal Revenue Code and as such, Employee's deferred compensation payment will begin no earlier than six months following the Employee's termination. The Company agrees to make the deferred compensation payment on the first payroll cycle after the six-month statutory period has expired.

5. No Accelerated Vesting of Stock Options. The Employee and the Company hereby agree that, , no additional options or shares subject to stock options, restricted or performance stock units, stock appreciation rights, restricted stock award, or otherwise granted to the Employee under the Plan and/or under any stock option, restricted stock unit, or performance stock unit, stock appreciation rights, restricted stock award or other equity award agreement between the Employee and the Company that were not vested as of the Termination Date (collectively, "Unvested Awards"), shall vest or become exercisable at any time after the Termination Date and that Sections 9 and 10 of this Agreement include a waiver by employee of all known and unknown rights Employee had or might otherwise have had with respect to such Unvested Awards and that all such Unvested Awards irrevocably terminated on the Termination Date and that Employee shall not be entitled to any compensation or payment in connection therewith.

6. Acknowledgement of Total Compensation and Indebtedness. The Employee acknowledges and agrees that the payments in Sections 4 and 5 of this Agreement extinguish any and all obligations for monies, or other compensation or benefits that the Employee claims or could claim to have earned or claims or could claim is owed to Employee as a result of Employee's employment by the Company through the Termination Date, including any bonus compensation.

7. Tax Consequences. The Employee acknowledges that (a) the Company has not made any representations to Employee about, and that Employee has not relied upon any statement in this Agreement with respect to, any individual tax consequences that may arise by virtue of any payment provided under this Agreement, including, but not limited to, the applicability of Section 409A of the Internal Revenue Code, and (b) Employee has or will consult with Employee's own tax advisors as to any such tax consequences, and (c) that Employee, and not the Company or any other Releasee (as defined below), will be solely liable for any individual tax consequences.

8. Release by Employee.

(a) Except as otherwise expressly provided in this Agreement, the Employee, for Employee's self and Employee's heirs, executors, administrators, assigns, affiliates, successors and agents (collectively, the "Employee's Affiliates") hereby fully and without limitation releases and forever discharges the Company, its parents, affiliates, subsidiaries, predecessors, successors and each of their respective agents, representatives, shareholders, owners, officers, directors, employees, consultants, attorneys, auditors, accountants, investigators, successors and assigns (collectively, the "Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, which the Employee or any of the Employee's Affiliates has or may have or may claim to have against the Company Releasees by reason of any matter, cause, or thing whatsoever, from the beginning of time to the Effective Date ("Claims"), including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the recruitment, hiring, employment, remuneration, or termination of the Employee by any of the Releasees, the Employee's tenure as an employee of the Company, any agreement or compensation arrangement between the Employee and the Company to the maximum extent permitted by law. The Employee specifically and expressly releases any Claims arising out of or based on: the Dodd-Frank Act; the Sarbanes-Oxley Act of 2002; the Nevada Fair Employment Practices Act; California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Genetic Information Nondiscrimination Act; the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA); the Americans With Disabilities Act; the Employee Income Security Act of 1974 (ERISA); any provision of the laws of Nevada, Maryland, Massachusetts and California governing wages and hours; the California Labor Code; the California Business and Professions Code; the Nevada, and California common law on fraud, misrepresentation, negligence, defamation, infliction of emotional distress or other tort, breach of contract or covenant, violation of public policy or wrongful termination; state or federal wage and hour laws; or any other state or federal law, rule or regulation dealing with the employment relationship.

(b) Governmental Agencies. Notwithstanding the release of claims language set forth in this Section 9, nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceedings before any federal, state, or local government agency, nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies.

(c) Nothing contained in this Section 9 or any other provision of this Agreement shall release or waive any right that the Employee has to indemnification, advancement and/or reimbursement of expenses (including reasonable attorneys' fees) by the Company with respect to which the Employee may be eligible as provided in California Labor Code section 2802, the Company's Articles of Incorporation, Bylaws and/or law, and any applicable directors and officers, errors & omissions, umbrella or general liability insurance policies, any indemnification agreements, or any other applicable source. Furthermore, this agreement does not waive Employee's right to any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents while he was employed at the Company.

9. Waiver of Civil Code Section 1542.

(a) The Employee understands and agrees that the release provided herein extends to all Claims released above whether known or unknown, suspected or unsuspected. The Employee expressly waives and relinquishes any and all rights he may have under any law designed to prevent the waiver of unknown claims, such as California Civil Code Section 1542, which provides as follows:

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

(b) It is the intention of the Employee through this Agreement to fully, finally and forever settle and release the Claims as set forth above. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery of any additional Claims or facts relating thereto.

10. Release of Federal Age Discrimination Claims by the Employee. The Employee hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination in Employment Act of 1967, as amended, which he might otherwise have had against the Company or any of the other Releasees regarding any actions which occurred prior to the Effective Date.

11. Rights Under the Older Workers Benefit Protection Act. In accordance with the Older Workers Benefit Protection Act of 1990, the Employee hereby is advised of and acknowledges the following:

(a) The Employee has the right to consult with an attorney before signing this Agreement and is encouraged by the Company to do so;

(b) The Employee has been given twenty-one (21) calendar days after being presented with this Agreement to decide whether or not to sign this Agreement. If the Employee signs this Agreement before the expiration of such period, the Employee does so voluntarily and after having had the opportunity to consult with an attorney; and

(c) The Employee has seven (7) calendar days after signing this Agreement to revoke Sections 7, 9, 10 and 11 of this Agreement (collectively, the “Specified Sections”), which must be revoked in their entirety and as a group, and the Specified Sections of this Agreement (as a group) will not be effective until that revocation period has expired without exercise. The Employee agrees that in order to exercise Employee’s right to revoke the Specified Sections of this Agreement within such seven (7) day period, he must do so in a signed writing document delivered to the Company’s Executive Vice President, Chief Legal Officer & Corporate Secretary, Keith McGahan, by email sent to: keith.mcgahan@sppirx.com before the close of business on the seventh calendar day after he signs this Agreement. If the Employee timely revokes the Specified Sections of this Agreement, he will not receive the Separation Payment or any portion of it.

12. Confidentiality of Agreement. After the execution of this Agreement by the Employee, neither the Employee, Employee's attorney, nor any person acting by, through, under or in concert with them, shall disclose any of the terms of or amount paid under this Agreement or the negotiation thereof to any individual or entity; provided, however, that the foregoing shall not prevent such disclosures by the Employee to Employee's attorney, tax advisors and/or Employee's spouse, or as may be required by law.

13. No Filings. The Employee warrants that as of the date of execution of this Agreement, he has not commenced, filed, participated in, offered testimony, or assisted any investigation, hearing, or whistleblower proceeding before any federal, state, or local government agency relating to the Company. In addition, to the maximum extent permitted by law, Employee agrees that if any lawsuits or claims, charges or complaints are made against the Company or the other Releasees with any local, state or federal agency or court in whole or in part on Employee's behalf, the Employee shall not be entitled to recover any individual monetary relief or other individual remedies, and that, if any such agency or court ever assumes jurisdiction over any such lawsuit, claim, charge or complaint and/or any agency purports to bring any legal proceeding, in whole or in part, on behalf of the Employee based upon events occurring prior to the execution of this Agreement, the Employee will request such agency or court to withdraw from and/or to dismiss the lawsuit, claim, charge or complaint with prejudice. Employee further warrants that he has disclosed, or will disclose prior to the execution of this Agreement, any and all known or suspected violations of law. Such disclosure must include how he has firsthand knowledge of the known or suspected violation. If Employee previously reported such known or suspected violation, such disclosure must also include who the violation was previously reported to and how such violation has not been cured. The Employee also agrees that to the maximum extent allowed by law he will not induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company or the other Releasees or voluntarily appear or invite a subpoena to testify in any such legal proceeding. This Section 14 shall not prohibit the Employee from challenging the validity of the ADEA release in Section 11 of this Agreement.

14. Confidential, Proprietary and Privileged Information. In addition to Employee's obligations under that certain CA Employee Obligations Agreement (B) (the "Obligations Agreement"), which Employee hereby reaffirms and a copy of which is attached as Exhibit A, Employee agrees that:

(a) The Employee acknowledges that during the course of or related to Employee's employment with the Company he was provided access to certain confidential and/or proprietary information regarding the Company and its business that is not generally known outside of the Company (collectively, "Confidential and Privileged Information"). Confidential and Privileged Information includes, without limitation, the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): trade secrets; inventions; processes; formulae; programs; technical data; research and product development; marketing and advertising plans and strategies; confidential information about prospects, suppliers, vendors, and key employees; and any other confidential,

proprietary and or privileged information relating to the Company or its business. The Employee agrees that the Confidential and Privileged Information is the sole property of the Company. The Employee further agrees that he will not disclose to any person or use any such Confidential and Privileged Information without the written consent of the Company's Board of Directors. If the Employee is served with a deposition subpoena or other legal process calling for the disclosure of Confidential and Privileged Information, or if he is contacted by any third person requesting such information, he will notify the Company's Executive Vice President, Chief Legal Officer & Corporate Secretary, as soon as is reasonably practicable after receiving notice and will cooperate with the Company in preventing or minimizing the disclosure thereof, including by assertion of the attorney-client privilege. Any other agreement between the Employee and the Company for the protection of confidential and proprietary information remains in effect, and in the event that any provision of this Section 15(a) conflicts with any provision in such other agreement, the terms and provisions of the agreement providing the greatest protection to the Company shall control.

(b) The Employee represents and warrants that they have returned all files, product and process information, clinical trial materials, clinical data, technical information, analytical data, laboratory notebooks, supplier lists, customer lists, financial information, Confidential and Privileged Information, and other property of the Company that were in Employee's possession or control without retaining either electronically stored or physical copies thereof.

(c) To the extent the Obligations Agreement contains different terms than this Agreement or such terms conflict with this Agreement, the Employee agrees that the Company may enforce either the Obligations Agreement or this Agreement, or both, as it determines in its sole discretion.

15. Returning of Company Property. Except for the Company credit card, which is required to be returned upon the execution of this agreement, the Employee is authorized to maintain the company property in his possession for the duration on his consulting period. Employee will be required to return all company property including but not limited to key, key fobs, laptops, computers, telephones, and mobile phones on the last day of the consulting period.

16. Remedies. The Employee acknowledges that any misappropriation or misuse of trade secrets or unauthorized disclosure of Confidential and Privileged Information of the Company, and any violation of Sections 13 and 15 of this Agreement, will result in irreparable harm to the Company, and therefore, the Company shall, in addition to any other remedies, be entitled to seek immediate injunctive relief.

17. Cooperation Clause. Upon the receipt of reasonable notice from the Company (including outside counsel), Employee agrees that Employee will respond and provide information with regard to matters in which Employee has knowledge as a result of Employee's employment with the Company, and will provide reasonable assistance to the Company, its affiliates and their respective representatives in defense of all claims that may be made against the Company or its affiliates, and will assist the Company and its affiliates in the prosecution of all claims that may be made by the Company or its affiliates, to the extent that such claims may relate

to the period of Employee's employment with the Company. Employee will testify truthfully in connection with any lawsuit, investigation, proceeding, administrative review, or arbitration. Employee agrees to promptly inform the Company if Employee becomes aware of any lawsuit involving such claims that may be filed or threatened against the Company or its affiliates. Employee also agrees to promptly inform the Company (to the extent that Employee is legally permitted to do so) if Employee is asked to assist in any investigation of the Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliates with respect to such investigation, and shall not provide such assistance unless legally required. Upon presentation of appropriate documentation, the Company shall pay or reimburse Employee for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by Employee in complying with this Section 17. Any such cooperation request from the Company shall be reasonable and shall accommodate Employee's personal and business commitments and shall not interfere with Employee's ability to engage in gainful employment. If, following March 2023, the amount or duration of the time required by Employee to provide such cooperation exceeds four hours in any week, the Company will provide reasonable compensation to Employee, as an independent contractor, at a rate to be determined by the parties, subject to Employee's submission of an invoice setting forth the time incurred and a description of such cooperation services.

18. Non-disparagement. The Employee agrees not to disparage or otherwise publish or communicate derogatory statements about the Company and any director, officer or employee and/or the products and services of the Company to any third party. Nothing in this provision shall preclude Employee from truthfully responding to any questions that Employee is legally required to answer. The Company agrees that its current directors and officers shall not disparage or otherwise publish or communicate derogatory statements about the Employee to any third party.

19. Hiring of Spectrum Employees. Employee agrees a period of one (1) year from the execution of this Agreement, Employee will not, directly or indirectly, solicit for employment or other service relationship or hire for employment or other service relationship any employee of Spectrum with whom the Employee has had contact or who becomes known to Employee. Notwithstanding the foregoing Employee will not be prohibited from (i) soliciting for employment any person through a public nontargeted and general advertisement or job site listing, so long as the Employee does not provide individual names or positions of Spectrum Employees, to a recruiter or other individuals responsible for filling the position or (ii) soliciting, recruiting or hiring any individual whose employment or services with Spectrum have been terminated more than six months prior to the date of the otherwise prohibited conduct or (iii) hiring a current or former Company Employee upon written approval by the Company.

20. Clawback. Company will not clawback any amount paid to Employee pursuant to this Agreement but for that which is subject to recovery under any law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.

22. Arbitration. The parties hereto agree that any future dispute of any nature whatsoever between them, including, but not limited to, any claims of statutory violations, contract or tort claims, or claims regarding any aspect of this Agreement, its formation, validity, interpretation, effect, performance or breach, or any act which allegedly has or would violate any provision of this Agreement (“Arbitrable Dispute”) will be submitted to arbitration in Orange County, California, unless the parties agree to another location, before an experienced employment arbitrator licensed to practice law in California and selected in accordance with the employment arbitration rules of Judicial Arbitration and Mediation Services, Inc. (“JAMS”), unless the parties agree to a different arbitrator, as the exclusive remedy for any such Arbitrable Dispute. Except as provided above, the parties agree that the provisions of Section 8 of the Employment Agreement shall govern the arbitration. Should any party to this Agreement hereafter institute any legal action or administrative proceeding against the other with respect to any claim waived by this Agreement (other than claims under the ADEA, to the extent required by applicable law) or pursue any Arbitrable Dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses and attorneys’ fees incurred as a result of such action. This Section 22 shall not restrict actions for equitable relief by the Company or by Employee for violation of Sections 13, 15, 17, 18 and 19 of this Agreement.

23. Attorneys’ Fees. Except as otherwise provided herein, in any arbitration or other proceeding between the parties arising out of or in relation to this Agreement, including any purported breach of this Agreement, the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys’ fees.

24. Non-Admission of Liability. The parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party.

25. Severability. If any one or more of the provisions contained herein (or parts thereof), or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof will not be in any way impaired or affected, it being intended that all of the rights and privileges shall be enforceable to the fullest extent permitted by law.

26. Entire Agreement. In deciding to sign this Agreement, Employee represents and agrees that Employee did not rely on any representations that are not set forth in this Agreement or that certain consulting agreement by and between the Company and Employee to be entered into effective as of January 2, 2023 (the “Consulting Agreement”). This Agreement, together with Sections 8 (as modified by Section 21 of this Agreement), 9, and 10 of the Employment Agreement, the Consulting Agreement and the Obligations Agreement, represent the sole and entire agreement between the parties, and, except as expressly stated herein, supersedes all prior agreements, negotiations and discussions among the parties with respect to the subject matters contained herein.

27. Waiver. No waiver by any party hereto at any time of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party hereto may be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

28. Amendment. This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by duly authorized representatives of the parties hereto, which writing expressly states the intent of the parties to modify this Agreement.

29. Counterparts. This Agreement may be executed in one or more counter- parts, each of which will be deemed to be an original as against any party that has signed it, but all of which together will constitute one and the same instrument.

30. Assignment. This Agreement inures to the benefit of and is binding upon the Company and its successors and assigns, but the Employee's rights under this Agreement are not assignable, except to Employee's estate.

31. Notice. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered; (b) if sent by email; or (c) if mailed by overnight or by first class, certified or registered mail, postage prepaid, return receipt requested, and properly addressed as follows:

If to the Employee: Francois Lebel, M.D., FRCPC
 at the most-recent address reflected in the Company's human resource files

If to the Company: Spectrum Pharmaceuticals, Inc.
 2 Atlantic Ave. 6th Floor
 Boston, MA 02110

Attn: Executive Vice President, Chief Legal Officer & Corporate Secretary
Email: keith.mcgahan@sppirx.com

Such addresses may be changed, from time to time, by means of a notice given in the manner provided above. Notice will conclusively be deemed to have been given when personally delivered (including, but not limited to, by messenger or courier); or if given by mail, on the third day after being sent by first class, certified or registered mail; or if given by Federal Express or other similar overnight service, on the date of delivery; or if given by email during normal business hours on a business day, when confirmation of transmission is indicated by the sender's machine; or if given by email at any time other than during normal business hours on a business day, the first business day following when confirmation of transmission is indicated by the sender's machine. Notices, requests, demands and other communications delivered to legal counsel of any party hereto, whether or not such counsel shall consist of in-house or outside counsel, shall not constitute duly given notice to any party hereto.

EACH OF THE PARTIES ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT, AND THAT IT INCLUDES A WAIVER OF THE RIGHT TO A TRIAL BY JURY, AND, WITH RESPECT TO THE EMPLOYEE, EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

“Employee”

/s/ Francois Lebel, M.D., FRCPC

Francois Lebel, M.D., FRCPC

Dated: December 31, 2022

“Company”

SPECTRUM PHARMACEUTICALS, INC.

By: /s/ Keith McGahan

Name: Keith McGahan

Title: Executive Vice President, Chief Legal Officer & Corporate Secretary

Dated: December 31, 2022



CA EMPLOYEE OBLIGATIONS AGREEMENT (B)

This Employee Obligations Agreement (the "Agreement") is made and entered into by Spectrum Pharmaceuticals, Inc. (the "Company") and (Employee's name) ("you" or "your") and confirms the parties' understanding with respect to, among other things: (i) your agreement to protect and preserve information and property which is confidential and proprietary to the Company and any present or future parent, subsidiary or affiliate thereof (collectively, with the Company, the "Company Group"); and (ii) your agreement with respect to the ownership of inventions, ideas, copyrights and patents which may be used in the business of the Company Group. Your execution and return of this Agreement is a condition of your affiliation with the Company.

In consideration of: (i) the commencement of your employment with the Company or your continued employment with the Company, as the case may be; (ii) the compensation to be paid to you; (iii) the mutual promises and covenants contained in this Agreement; and (iv) other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, you and the Company have agreed as follows:

1. (a) Certain Acknowledgements and Agreements.

- (i) You acknowledge that during the course of your affiliation with the Company Group, the Company Group will furnish, disclose or make available to you Confidential Information (as defined below) related to the Company Group's business and that the Company Group will provide you with unique and specialized training, experiences and opportunities.
- (ii) For purposes of this Agreement, "Confidential Information," means confidential and proprietary information of the Company Group, whether in written, oral, electronic or other form, including but not limited to, information and facts concerning business plans, marketing plans, strategies, forecasts, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, pricing, sales prospects, client and partner lists, inventions, tests, test results, product assessments, improvements or any other scientific, technical or trade secrets of the Company Group or of any third party provided to you or the Company Group, provided that Confidential Information will not include information that is in the public domain other than through any fault or act by you. The phrase, "trade secrets," as used in this Agreement, will be given its broadest possible interpretation under the law of California and will include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents.
- (iii) In the course of your employment with the Company, you will be introduced to and collaborate with other Company Group employees and consultants. You acknowledge that any and all "goodwill" created through such relationships belongs exclusively to the Company Group, including, without limitation, any goodwill created as a result of direct or indirect contacts or relationships between you and any employees or contractors of the Company Group.
- (b) Non-Solicitation of Employees. During the period in which you are employed by or otherwise affiliated with the Company Group and for a period of one (1) year following the termination of your affiliation with the Company Group for any reason or for no reason, you will not, without the prior written consent of the Company Group, for yourself or on behalf of any other person or entity, directly or indirectly, (a) solicit, entice or persuade or attempt to solicit, entice or persuade any employee of or consultant to the Company Group to end or reduce such person's relationship with the Company Group; or (b) employ, hire, cause to be employed or engaged, or solicit the employment or the engagement as a consultant any employee of or consultant to the Company Group while any such person is affiliated with the Company Group or within six (6) months after any such person ceases to be affiliated with the Company Group.

(c) Non-Competition & Non-Solicitation of Customers/Business Partners During Employment. During the period in which you are employed by or otherwise affiliated with the Company Group, you will not, without the prior written consent of the Company, for yourself or on behalf of any other person or entity, directly or indirectly:

- (i) Either as principal, partner, stockholder, officer, director, member, employee, consultant, agent, representative or in any other capacity, own, manage, operate or control, or be concerned with, connected with or employed by, or otherwise associate in any manner with, engage in, or have a financial interest in, any business which is directly or indirectly competitive with the Company Group, and/or which in any other way constitutes an actual or perceived conflict of interest, except that nothing contained herein will preclude you from purchasing or owning securities of any such business if such securities are publicly traded, and provided that your holdings do not exceed one percent (1%) of the issued and outstanding securities of any class of securities of such business; or
- (ii) Solicit, divert, appropriate, take away, or attempt to solicit, divert, appropriate, or take away: (a) any customer or other business partner of the Company Group; (b) any person or entity which was a customer or business partner of the Company Group at any time during the six (6) month period preceding such actual or attempted solicitation, diversion or appropriation; (c) any prospective customer or business partner with respect to which the Company Group has developed or made a sales presentation (or similar offering of services) during the six (6) month period preceding such actual or attempted solicitation, for the purpose of competing with the Company Group or reducing the Company Group's relationship with any customers or other business partners of the Company Group; or
- (iii) Interfere, with or attempt to interfere with, the relations between the Company Group and any vendor or supplier to the Company Group.
- (iv) You acknowledge that a business will be deemed "Competitive" with the Company Group if it engages in the marketing, production, manufacture, distribution, sale, or provision of any product or service similar to products or services which were performed, produced, marketed, manufactured, distributed, sold, provided, under development, or planned by the Company Group during your affiliation with the Company or which could substitute for such products or services. You and the Company agree that as of the date you sign this Agreement, the Company's business includes, but is not limited to, studying, researching, testing, developing, manufacturing, marketing, promoting, and selling HDG AC inhibitors and other pharmaceutical and biotechnology drugs primarily intended for the treatment of cancer, including but not limited to lymphoma, bladder cancer, colorectal cancer, and prostate cancer. You and the Company further agree that the scope and nature of the Company's business will likely grow and expand during your employment with the Company and that the Company's ability to enforce the terms of this Agreement shall in no way be limited by the preceding sentence.
- (d) Survival of Acknowledgements and Agreements. You understand and agree that your acknowledgements and agreements set forth in this Section 1 will survive the termination of your affiliation with the Company for any reason or for no reason. You further understand and agree that your responsibilities, duties, position, compensation, title and/or other terms and conditions of employment may change from time to time or you may have a break in service or employment with the Company and, notwithstanding any change in any terms and conditions of employment or a break in service or employment, the acknowledgements and agreements set forth in this

CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”) is entered into as of January 2, 2023 (the “**Effective Date**”), by and between Spectrum Pharmaceuticals, Inc., a Delaware corporation, located at 2 Atlantic Avenue, 6th Floor, Boston, MA 02110 (“**Spectrum**”), and Francois Lebel (“**Consultant**”).

AGREEMENT

In consideration of the covenants set forth below, Consultant and Spectrum mutually desire that Consultant provide services to Spectrum on the terms herein provided.

1. **Consulting Services.** The Consultant agrees to perform consulting and advisory services as requested by Spectrum, related to Spectrum’s business, products, and as Spectrum and the Consultant shall agree from time to time. The Consultant shall render such services either in person (at Spectrum or at such other location as is reasonably acceptable to Spectrum and the Consultant) or by telephone, as Spectrum may reasonably request.
2. **Compensation.** Spectrum will compensate Consultant as follows:
 - i. Spectrum shall pay Consultant \$80,000.00 for Consulting Services for the Term of this Agreement, it is expected that the Consultant will be required to work the following hours per week:
 - a. For January 2023 it is expected that the Consultant will need to work 20 hours per week.
 - b. For February 2023 it is expected that the Consultant will need to work 15 hours per week.
 - c. For March it is expected that the Consultant will need to work 7.5 hours per week.
 - ii. The payment for Consulting Services shall be made in one (1) lump sum within thirty (30) days following the signing of this Agreement.
 - iii. Spectrum and Consultant acknowledge that Consultant’s services are bonafide and Spectrum’s compensation as set forth in 2(i) is a fair market value for the services being rendered.
 - iv. Spectrum shall also pay or reimburse any expenses reasonably incurred by Consultant in performing the services upon the submission of documentation for such expenses incurred in accordance with Spectrum’s expense reimbursement policies in effect from time to time for its senior executive level employees (although reference to such policies does not modify the relationship of Consultant and Spectrum from independent contractor to employee or otherwise). Any material expenses shall be subject to Spectrum’s prior written consent prior to incurrence and reimbursement thereof.
3. **Term.** The term of this Agreement is for three (3) months from the Effective Date. Thereafter, the Agreement may be renewed for additional periods by mutual agreement of the parties. Notwithstanding the foregoing, either party has the right to terminate the relationship at any time on fifteen (15) days advance notice specifying the effective date of such termination. In the event of any such termination, compensation will be paid for the services rendered and expenses incurred by Consultant for the period up to and including the date of such termination.

4. **Independent Contractor Status and Compliance with Laws.** Consultant will be an independent contractor and will have sole control of the manner and means of performing Consultant obligations under this Agreement. Consultant will not be considered an agent or legal representative of Spectrum. Consultant shall have no authority to commit or bind Spectrum in any way. Consultant will be solely responsible for withholding and paying all applicable payroll taxes of any manner, including social security and other social welfare taxes or contributions that may be due on amounts paid to Consultant hereunder. In performing the Services, Consultant agrees to comply with all applicable federal, state and local laws. Consultant is under no obligation, express or implied, to purchase, prescribe, or otherwise support Spectrum products. Consultant shall not be entitled to participate in any benefit plans or programs that Spectrum provides or may provide to its employees, including, but not limited to, retirement, profit-sharing, medical, dental, workers' compensation, occupational injury, life insurance and vacation or sick benefits. Consultant understands and acknowledges that Spectrum will not obtain workers' compensation insurance covering Consultant.
5. **Immigration Status.** As Consultant is an independent contractor, the parties agree that Spectrum is not responsible for verification of the work authorization of the Consultant and/or the Consultant's employees. Consultant represents and warrants that the Consultant and any employees of the Consultant are residents of the United States, are authorized to work and are not acting and will not act during the terms of the Agreement in violation of the Immigration Reform and Control Act of 1986 and its amendments and the regulations there under. Consultant will indemnify and hold Spectrum harmless against all liabilities, including any fines, penalties, and or attorney's fees incurred because Consultant and/or Consultant's employees are not authorized for employment in the United States.
6. **Absence of Conflicts.** Consultant warrants that:
 - i. Consultant is free to provide consulting services in accordance with the terms of this Agreement without violation of obligation to any third party, and by providing consultation services to Spectrum Consultant will have no conflict of interest with any third party, including any employment relationships the Consultant may have.
 - ii. Consulting services will be provided on the Consultant's personal time and not while on the premises of any employer of the Consultant. Consultant further warrants that consulting services will be provided without use of any employer's resources and facilities.
 - iii. If Consultant is a member of a committee that sets formularies or develops clinical guidelines, Consultant shall disclose to such committee the existence and nature of this Agreement and his/her relationship with Spectrum. This disclosure requirement to any such committee shall extend for a minimum of two (2) years beyond the termination or expiration of this Agreement. Further, Consultant shall follow all procedures set forth by such committee of which he/she is a member.
7. **Rights in Work Product.** Spectrum will own all right, title and interest in all data, inventions, discoveries, drug product, formulations, product designs, know-how, formulas, ideas, studies, reports, documents, publications and the like or other information conceived, prepared, or created by Consultant during the term of this Agreement in the providing of consulting services hereunder. Consultant agrees to assign and hereby assigns to Spectrum its rights in all copyrights, patents, trademarks, or other intellectual property of any kind arising from the work performed under this Agreement, which will be the sole property of Spectrum, including all rights to reproduce and distribute. Consultant shall promptly disclose any such intellectual property to Spectrum and assist Spectrum in applying for, maintaining, or otherwise securing legal protection for the same, and Consultant agrees to execute any papers, documents or letters necessary to vest title in the intellectual property in Spectrum.

8. **Non-competete.** Consultant represents that it has disclosed, and will immediately disclose, to Spectrum any agreements that it has, or will have, to work on products that are, or will be, in direct competition with products being developed or marketed by Spectrum.
9. **Hiring of Spectrum Employees.** During the term of this Agreement and for a period of one (1) year from the termination of this Agreement, Consultant will not, directly or indirectly, solicit for employment or other service relationship any employee of Spectrum with whom Consultant has had contact or who becomes known to Consultant, whether before or after the date hereof, in connection with providing the consulting services set forth herein. Notwithstanding the foregoing Consultant will not be prohibited from (i) soliciting for employment any person through a public nontargeted and general advertisement or job site listing, so long as the Consultant does not provide individual names or positions of Spectrum Employees, to a recruiter or other individuals responsible for filling the position, (ii) soliciting, recruiting or hiring any individual whose employment or services with Spectrum have been terminated more than six months prior to the date of the otherwise prohibited conduct or (iii) hiring a current or former Company Employee upon written approval by the Company.
10. **Non-Disparagement:** Consultant agrees that during the Term and thereafter, Consultant will not make any public statement which disparages or defames Spectrum, any current or former member of its Board of Directors, any of its employees, or products or processes. Spectrum agrees that during the Term and thereafter, Spectrum and any current members of its Board of Directors will not make any public statement which disparages or defames Consultant, or Consultant's services.
11. **Severability.** Should any part of this Agreement be unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision will be replaced with a provision that accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement will remain binding upon the parties.
12. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to the principles of conflict of laws. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Nevada and of the United States of America located in the State of Nevada for any actions, suits or proceedings arising out of or related to this Agreement. This Agreement is deemed by the parties to have been executed and delivered in Boston, MA.
13. **Indemnity.** Consultant hereby agrees to indemnify, defend and hold harmless Spectrum and any of its affiliates, officers, directors and agents and employees ("**Spectrum Indemnitee**"), from and against any and all losses, liabilities, damages, judgments, costs and expenses, including, without limitation, attorneys' fees and court costs resulting from any claim asserted, action or suit brought by third-parties against Spectrum Indemnitees due to (i) Consultant's gross negligence, willful misconduct or violation of applicable law; or (ii) as the result of Consultant's material breach of its obligations under this Agreement. Spectrum hereby agrees to indemnify, defend and hold harmless Consultant, from and against any and all losses, liabilities, damages, judgments, costs and expenses, including, without limitation, attorneys' fees and court costs resulting from any claim asserted, action or suit brought by third-parties against Consultant due to (i) Spectrum's and any of its affiliates, officers, directors and agents and employees gross negligence, willful misconduct or violation of applicable law; or (ii) as the result of Spectrum's material breach of its obligations under this Agreement.

14. **Entire Agreement, Survival of Certain Provisions and Amendments.** This Agreement represents the entire understanding between the parties as of the date of this Agreement with respect to the subject matter described. Consultant may receive or be exposed to certain confidential information of Spectrum (“**Confidential Information**”) that is valuable and proprietary to Spectrum and its affiliates. Consultant agrees not to, directly or indirectly, use, publish, disseminate or disclose any Confidential Information without prior written consent of Spectrum. As used herein, the term “Confidential Information” shall mean all confidential and proprietary information of Spectrum and its affiliates, not otherwise publicly disclosed or generally available, including information entrusted to such party by others. Without limiting the foregoing, Confidential Information shall include information relating to Spectrum marketing or research and development plans or strategies. Consultant further agrees not to duplicate any materials containing such Confidential Information. Consultant agrees to return any materials containing Confidential Information to Spectrum upon completion of services under this Agreement, upon any earlier termination of this Agreement, or upon Spectrum’s request. Neither this Agreement, nor Consultant’s performance under it, will transfer to Consultant, or create in Consultant, any proprietary right, title, interest or claim in or to any Confidential Information.
- Consultant understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Spectrum irreparable harm and will take necessary precautions to prevent its dissemination to any third party.
- Thus, this provision and Consultant’s obligation to keep such information confidential shall survive the termination or expiration of this Agreement. Sections 6, 7, 8, 9, 11 and this section 13 will survive any expiration or termination of this Agreement. No modification, alteration, waiver or change in any of the terms of this Agreement will be valid or binding upon the parties unless made in writing and specifically referring to this Agreement and signed by each of the parties listed.
15. **Assignment.** Consultant shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without the prior written consent of Spectrum.
16. **Debarment.** Consultant represents that it has never been and, to the best of its knowledge after reasonable inquiry, its employees have never been debarred, or convicted for a crime for which a person can be debarred, under §335a (a) or (b) of the Generic Drug Enforcement Act of 1992 (“§335a (a) or (b)”), or is ineligible to receive investigational drugs under 21 CFR, Section 312.70 (an “Ineligible Person”). Consultant represents that it has never been and, to the best of its knowledge after reasonable inquiry, none of its employees have ever been threatened to be debarred, or indicted for a crime or otherwise engaged in conduct for which a person can be debarred under §335a (a) or (b). Consultant agrees that it will promptly notify Spectrum in the event of any such debarment, ineligibility, conviction, threat, or indictment of either Consultant or Consultant’s employees. The terms of the preceding sentence shall survive the termination or expiration of this Agreement for a period of three (3) years. Consultant acknowledges that Spectrum shall have the right to terminate this Agreement immediately upon receipt of information regarding the debarment, ineligibility, conviction, threat, or indictment of either Consultant or Consultant’s employees.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

[SIGNATURE PAGE TO FOLLOW]

Agreed and Accepted as of the first date written above:

SPECTRUM PHARMACEUTICALS, INC.

CONSULTANT

By: /s/ Keith M. McGahan
Keith M. McGahan
Executive Vice President & Chief Legal Officer

By: /s/ Francois Lebel, M.D., FRCPC
Francois Lebel, M.D., FRCPC



Spectrum Pharmaceuticals Announces Management Changes

Boston, MA, January 4, 2023 – Spectrum Pharmaceuticals, Inc. (NasdaqGS: SPPI), a biopharmaceutical company focused on novel and targeted oncology therapies, announced today that Francois J. Lebel, M.D., Executive Vice President and Chief Medical Officer, will step down from his role to pursue other opportunities, effective immediately. The company’s clinical development function will be led by Dr. Shanta Chawla, Vice President, Clinical Development, also effective immediately. Dr. Chawla was the principal physician on the ROLVEDON™ (eflapegrastim-xnst) injection Phase 3 program and was instrumental in successfully navigating the BLA submission that resulted in the drug’s approval. Dr. Lebel will serve as a consultant to Spectrum through March 2023 to facilitate a seamless transition.

“We thank Francois for his many contributions to Spectrum and wish him the best in his future endeavors,” said Tom Riga, President and Chief Executive Officer of Spectrum Pharmaceuticals. “I am confident that Shanta’s decade-plus experience in clinical development at Spectrum, including her significant involvement in ROLVEDON’s development to date, will enable a seamless transition for our company and all our stakeholders. We remain focused on furthering the successful launch of ROLVEDON, the first new novel LA-GCSF in more than 20 years, and are excited about its ability to compete in a \$2 billion market while improving the lives of patients.”

About ROLVEDON™

ROLVEDON™ (eflapegrastim-xnst) injection is a long-acting granulocyte colony-stimulating factor (G-CSF) with a novel formulation. Spectrum has received an indication to decrease the incidence of infection, as manifested by febrile neutropenia, in adult patients with non-myeloid malignancies receiving myelosuppressive anti-cancer drugs associated with clinically significant incidence of febrile neutropenia. ROLVEDON is not indicated for the mobilization of peripheral blood progenitor cells for hematopoietic stem cell transplantation. The BLA for ROLVEDON was supported by data from two identically designed Phase 3, randomized, open-label, noninferiority clinical trials, ADVANCE and RECOVER, which evaluated the safety and efficacy of ROLVEDON in 643 early-stage breast cancer patients for the management of neutropenia due to myelosuppressive chemotherapy. In both studies, ROLVEDON demonstrated the pre-specified hypothesis of non-inferiority (NI) in mean duration of severe neutropenia (DSN) and a similar safety profile to pegfilgrastim. ROLVEDON also demonstrated non-inferiority to pegfilgrastim in the mean DSN across all four cycles (all NI $p < 0.0001$) in both trials.

Please see the Important Safety Information below and the full prescribing information for ROLVEDON at www.rolvedon.com.

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Indications and Usage

ROLVEDON is indicated to decrease the incidence of infection, as manifested by febrile neutropenia, in adult patients with non-myeloid malignancies receiving myelosuppressive anti-cancer drugs associated with clinically significant incidence of febrile neutropenia.

Limitations of Use

ROLVEDON is not indicated for the mobilization of peripheral blood progenitor cells for hematopoietic stem cell transplantation.

Important Safety Information

Contraindications

- ROLVEDON is contraindicated in patients with a history of serious allergic reactions to eflapegrastim, pegfilgrastim or filgrastim products. Reactions may include anaphylaxis.

Warnings and Precautions

Splenic Rupture

- Splenic rupture, including fatal cases, can occur following the administration of recombinant human granulocyte colony-stimulating factor (rhG-CSF) products. Evaluate patients who report left upper abdominal or shoulder pain for an enlarged spleen or splenic rupture.

Acute Respiratory Distress Syndrome (ARDS)

- ARDS can occur in patients receiving rhG-CSF products. Evaluate patients who develop fever, lung infiltrates, or respiratory distress. Discontinue ROLVEDON in patients with ARDS.

Serious Allergic Reactions

- Serious allergic reactions, including anaphylaxis, can occur in patients receiving rhG-CSF products. Permanently discontinue ROLVEDON in patients who experience serious allergic reactions.

Sickle Cell Crisis in Patients with Sickle Cell Disorders

- Severe and sometimes fatal sickle cell crises can occur in patients with sickle cell disorders receiving rhG-CSF products. Discontinue ROLVEDON if sickle cell crisis occurs.

Glomerulonephritis

- Glomerulonephritis has occurred in patients receiving rhG-CSF products. The diagnoses were based upon azotemia, hematuria (microscopic and macroscopic), proteinuria, and renal biopsy. Generally, events of glomerulonephritis resolved after dose-reduction or discontinuation. Evaluate and consider dose reduction or interruption of ROLVEDON if causality is likely.

Leukocytosis

- White blood cell (WBC) counts of $100 \times 10^9/L$ or greater have been observed in patients receiving rhG-CSF products. Monitor complete blood count (CBC) during ROLVEDON therapy. Discontinue ROLVEDON treatment if WBC count of $100 \times 10^9/L$ or greater occurs.

Thrombocytopenia

- Thrombocytopenia has been reported in patients receiving rhG-CSF products. Monitor platelet counts.

Capillary Leak Syndrome

- Capillary leak syndrome has been reported after administration of rhG-CSF products and is characterized by hypotension, hypoalbuminemia, edema and hemoconcentration. Episodes vary in frequency and severity and may be life-threatening if treatment is delayed. If symptoms develop, closely monitor and give standard symptomatic treatment, which may include a need for intensive care.

Potential for Tumor Growth Stimulatory Effects on Malignant Cells

- The granulocyte colony-stimulating factor (G-CSF) receptor through which ROLVEDON acts has been found on tumor cell lines. The possibility that ROLVEDON acts as a growth factor for any tumor type, including myeloid malignancies and myelodysplasia, diseases for which ROLVEDON is not approved, cannot be excluded.

Myelodysplastic Syndrome (MDS) and Acute Myeloid Leukemia (AML) in Patients with Breast and Lung Cancer

- MDS and AML have been associated with the use of rhG-CSF products in conjunction with chemotherapy and/or radiotherapy in patients with breast and lung cancer. Monitor patients for signs and symptoms of MDS/AML in these settings.

Aortitis

- Aortitis has been reported in patients receiving rhG-CSF products. It may occur as early as the first week after start of therapy. Consider aortitis in patients who develop generalized signs and symptoms such as fever, abdominal pain, malaise, back pain, and increased inflammatory markers (e.g., c-reactive protein and white blood cell count) without known etiology. Discontinue ROLVEDON if aortitis is suspected.

Nuclear Imaging

- Increased hematopoietic activity of the bone marrow in response to growth factor therapy has been associated with transient positive bone imaging changes. This should be considered when interpreting bone imaging results.

Adverse Reactions

- The most common adverse reactions ($\geq 20\%$) were fatigue, nausea, diarrhea, bone pain, headache, pyrexia, anemia, rash, myalgia, arthralgia, and back pain.
- Permanent discontinuation due to an adverse reaction occurred in 4% of patients who received ROLVEDON. The adverse reaction requiring permanent discontinuation in 3 patients who received ROLVEDON was rash.

To report SUSPECTED ADVERSE REACTIONS, contact Spectrum Pharmaceuticals, Inc. at 1-888-713-0688 or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch



About Spectrum Pharmaceuticals, Inc.

Spectrum Pharmaceuticals, Inc. is a biopharmaceutical company focused on acquiring, developing, and commercializing novel and targeted oncology therapies. Spectrum has a strong track record of successfully executing across the biopharmaceutical business model, from in-licensing and acquiring differentiated drugs, clinically developing novel assets, successfully gaining regulatory approvals and commercializing in a competitive healthcare marketplace. For additional information on Spectrum please visit www.sppirx.com.

Notice Regarding Forward-looking Statements

This press release may contain forward-looking statements regarding future events and the future performance of Spectrum Pharmaceuticals that involve risks and uncertainties that could cause actual results to differ materially. These statements are based on management's current beliefs and expectations. These statements include, but are not limited to, statements that relate to Spectrum's business and its future, including the success of the company's clinical development efforts and commercial launch of ROLVEDON, Spectrum's ability to identify, acquire, develop and commercialize novel and targeted oncology therapies, and any statements that relate to the intent, belief, plans or expectations of Spectrum or its management, or that are not a statement of historical fact. Risks that could cause actual results to differ include the possibility that Spectrum's existing and new drug candidates may not prove safe or effective, or may not be more effective, safer or more cost efficient than competing drugs, the possibility that our applications to the FDA and other regulatory agencies may not receive approval in a timely manner or at all, the possibility that our efforts to acquire or in-license and develop additional drug candidates may fail, our dependence on third parties for clinical trials, manufacturing, distribution and quality control and other risks that are described in further detail in the company's reports filed with the Securities and Exchange Commission. The company does not plan to update any such forward-looking statements and expressly disclaims any duty to update the information contained in this press release except as required by law.

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