
**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 30, 2020

PHATHOM PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-39094
(Commission
File Number)

82-4151574
(I.R.S. Employer
Identification No.)

**100 Campus Drive, Suite 102
Florham Park, New Jersey 07932**
(Address of principal executive offices) (Zip Code)

(877) 742-8466
(Registrant's telephone number, include area code)

N/A
(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, par value \$0.0001 per share	PHAT	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 1.01 Entry into a Material Definitive Agreement.

On December 30, 2020, Phathom Pharmaceuticals, Inc. (the “Company”) entered into a Supply and Packaging Services Agreement (the “Supply Agreement”) with Sandoz GmbH (“Sandoz”), pursuant to which Sandoz has agreed to supply commercial quantities of amoxicillin capsules and clarithromycin tablets, to package these antibiotics with the Company’s product candidate, vonoprazan, in finished convenience packs (“Finished Product”), and to sell Finished Product to the Company.

Pursuant to the Supply Agreement, Sandoz has agreed to supply the Company with, and the Company has agreed to purchase from Sandoz, certain quantities of Finished Product at an agreed upon price per pack. The price per pack is fixed for the first two (2) years following launch of the Finished Product in the United States (“Launch”) and may be adjusted thereafter based on increases in costs incurred by Sandoz, subject to an annual cap. The Supply Agreement sets forth an annual minimum number of packs of Finished Product that the Company must take delivery of following launch, and in the event the Company does not purchase the minimum number of packs in a year, the Company shall pay to Sandoz the amount corresponding to the shortfall. Sandoz has no obligation to supply Finished Product above a maximum number of packs calculated as a percentage of the forecasts provided by the Company. The Company has agreed to purchase exclusively from Sandoz, Finished Product, amoxicillin capsules and clarithromycin tablets intended for sale in the United States during the five-year period following Launch.

Unless terminated earlier, the term of the Supply Agreement extends for a period of five years from Launch (the “Initial Term”). The Supply Agreement may be terminated effective at the end of the Initial Term upon written notice by either party prior to the end of the third year following Launch. In the absence of such notice, the Supply Agreement will extend automatically for an additional three-year period, and thereafter as mutually agreed upon by the parties. The Supply Agreement may also be terminated at any time upon written notice by either party if the other party has failed to remedy a material breach of the terms of the Supply Agreement within a specified period following receipt of written notice of such breach.

The Supply Agreement also includes customary provisions relating to, among others, forecasts, delivery and payments, handling and transport, intellectual property, confidentiality, warranties and indemnification. The foregoing description of the Supply Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Supply Agreement, which will be filed as an exhibit to the Company’s Annual Report on Form 10-K for the year ending December 31, 2020. The Company intends to redact certain portions of the Supply Agreement for confidentiality purposes.

SIGNATURES

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.

PHATHOM PHARMACEUTICALS, INC.

Date: December 31, 2020

By: /s/ Larry Miller

Larry Miller

General Counsel and Secretary