

**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): June 3, 2026

SYNDAX PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37708
(Commission
File Number)

32-0162505
(IRS Employer
Identification No.)

**730 Third Avenue, Floor 9
New York, New York**
(Address of Principal Executive Offices)

10017
(Zip Code)

Registrant's telephone number, including area code: (781) 419-1400

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 (see General Instruction A.2. below):

- ☐ 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	SNDX	The Nasdaq Stock Market LLC

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. ☐

Indenture and Notes

On June 3, 2026, Syndax Pharmaceuticals, Inc. (the “**Company**”) entered into privately negotiated subscription agreements (the “**Subscription Agreements**”) with certain investors, pursuant to which the Company will issue \$250.0 million aggregate principal amount of 2.25% Convertible Senior Notes due 2031 (the “**Notes**”). The Notes will be issued pursuant to an indenture (the “**Indenture**”), between the Company and U.S. Bank Trust Company, National Association, as trustee, and the sale of the Notes is expected to close on June 10, 2026, subject to customary closing conditions (the “**Private Placement**”).

When issued pursuant to the Indenture, the Notes will be senior unsecured obligations of the Company and will mature on June 15, 2031, unless earlier converted, redeemed or repurchased. Interest on the Notes will accrue at a rate of 2.25% per year from June 10, 2026 and will be payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2026. The Notes will be convertible at the option of the noteholders at any time prior to the close of business on the business day immediately preceding March 15, 2031, only upon satisfaction of one or more of the following conditions: (1) during any calendar quarter commencing after the calendar quarter ending on September 30, 2026 (and only during such calendar quarter), if the last reported sale price of the Company’s common stock, par value \$0.0001 per share (the “**Common Stock**”), for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the Notes on each applicable trading day; (2) during the five business day period after any 10 consecutive trading day period (the “**measurement period**”) in which the trading price (as defined in the Indenture) per \$1,000 principal amount of the Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Common Stock and the conversion rate for the Notes on each such trading day; (3) if the Company calls such Notes for redemption, at any time prior to the close of business on the second scheduled trading day immediately preceding the redemption date, but only with respect to the Notes called (or deemed called) for redemption; or (4) upon the occurrence of specified corporate events as will be set forth in the Indenture. On or after March 15, 2031, until the close of business on the second scheduled trading day immediately preceding the maturity date, noteholders may convert all or any portion of their Notes at their option at any time, regardless of the foregoing conditions. Upon conversion, the Company will pay or deliver, as the case may be, cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the Company’s election, in the manner and subject to the terms and conditions that will be provided in the Indenture.

The conversion rate for the Notes will initially be 40.3894 shares of Common Stock per \$1,000 principal amount of Notes (equivalent to an initial conversion price of approximately \$24.76 per share of Common Stock). The initial conversion price of the Notes represents a premium of approximately 35% over the last reported sale price of the Common Stock on the Nasdaq Global Select Market on June 3, 2026. The conversion rate will be subject to adjustment under certain circumstances in accordance with the terms of the Indenture but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date of the Notes or if the Company delivers a notice of redemption in respect of the Notes, the Company will, in certain circumstances, increase the conversion rate of the Notes for a noteholder who elects to convert its Notes in connection with such a corporate event or notice of redemption, as the case may be.

The Company may not redeem the Notes prior to June 20, 2029. The Company may redeem for cash all or any portion of the Notes (subject to certain limitations), at the Company’s option, on a redemption date on or after June 20, 2029 if the last reported sale price of the Common Stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. No sinking fund will be provided for the Notes.

If the Company undergoes a fundamental change (as defined in the Indenture), then, subject to certain conditions and limited exceptions, noteholders may require the Company to repurchase for cash all or any portion of their Notes at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Indenture will include customary covenants and sets forth certain events of default. The following events will be considered “events of default” under the Indenture:

- default in any payment of interest on any Note when due and payable, and the default continues for a period of 30 days;
- default in the payment of principal of any Note when due and payable at its stated maturity, upon any optional redemption, upon any required repurchase, upon declaration of acceleration or otherwise;
- failure by the Company to comply with its obligation to convert the Notes in accordance with the Indenture upon exercise of a noteholder’s conversion right and such failure continues for three business days;
- failure by the Company to give (i) a fundamental change notice or notice of a make-whole fundamental change (each as described in the Indenture), in either case when due and such failure continues for two business days, or (ii) notice of a specified corporate transaction (as described in the Indenture) when due and such failure continues for one business day;
- failure by the Company to comply with its obligations in respect of any consolidation, merger or sale of assets;
- failure by the Company to comply with any of the Company’s other agreements in the Notes or the Indenture for 60 days after receipt of written notice of such failure from the trustee or the holders of at least 25% in principal amount of the Notes then outstanding;
- default by the Company or any of its significant subsidiaries (as defined in the Indenture) with respect to any mortgage, agreement or other instrument under which there may be outstanding, or by which there may be secured or evidenced, any indebtedness for money borrowed with a principal amount in excess of \$25,000,000 (or its foreign currency equivalent), in the aggregate of the Company and/or any such significant subsidiary, whether such indebtedness now exists or shall hereafter be created, (i) resulting in such indebtedness becoming or being declared due and payable prior to its stated maturity date or (ii) constituting a failure to pay the principal of any such indebtedness when due and payable (after the expiration of all applicable grace periods) at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, and in the cases of clauses (i) and (ii), such acceleration shall not have been rescinded or annulled or such failure to pay or default shall not have been cured or waived, or such indebtedness is not paid or discharged, as the case may be, within 45 days after written notice to the Company by the trustee or to the Company and the trustee by holders of at least 25% in aggregate principal amount of the Notes then outstanding in accordance with the Indenture;
- a final judgment or judgments for the payment of \$25,000,000 (or its foreign currency equivalent) or more (excluding any amounts covered by insurance) in the aggregate rendered against the Company or any of its significant subsidiaries, which judgment is not discharged, bonded, paid, waived or stayed within 60 days after (i) the date on which the right to appeal thereof has expired if no such appeal has commenced, or (ii) the date on which all rights to appeal have been extinguished; and
- certain events of bankruptcy, insolvency or reorganization of the Company or any of the Company’s significant subsidiaries.

If certain bankruptcy and insolvency-related events of default occur with respect to the Company, the principal of, and accrued and unpaid interest, if any, on, all of the then outstanding Notes shall automatically become due and payable. If an event of default, other than certain bankruptcy and insolvency-related events of default with respect to the Company, occurs and is continuing, the trustee, by notice to the Company, or the holders of at least 25% in principal amount of the outstanding Notes by notice to the Company and the trustee, may declare 100% of the principal

of, and accrued interest on all the outstanding Notes to be due and payable. Notwithstanding the foregoing, the Indenture provides that, to the extent the Company so elects, the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the Indenture will, for the first 365 days after the occurrence of such an event of default, consist exclusively of the right to receive additional interest on the Notes.

The Indenture provides that the Company shall not consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of the consolidated properties and assets of the Company and its subsidiaries, taken as a whole, to, another person (other than any such sale, conveyance, transfer or lease to one or more of the Company's direct or indirect wholly owned subsidiaries), unless: (i) the resulting, surviving or transferee person (if not the Company) is a qualified successor entity (as defined in the Indenture) (such qualified successor entity, the "successor entity") organized and existing under the laws of the United States of America, any state thereof or the District of Columbia, and such successor entity (if not the Company) expressly assumes by supplemental indenture all of the Company's obligations under the Notes and the Indenture; and (ii) immediately after giving effect to such transaction, no default or event of default has occurred and is continuing under the Indenture.

A copy of the form of Subscription Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference (and the foregoing description is qualified in its entirety by reference to such document).

Proceeds

The Company estimates that the net proceeds from the Private Placement will be approximately \$243 million, after deducting the placement agent's fees and Private Placement expenses payable by the Company. The Company expects to use the net proceeds from the Private Placement for general corporate purposes, including working capital, research and development expenditures, commercialization activity expenditures and business development expenditures.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sale of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

The Company offered and sold the Notes to certain investors in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "***Securities Act***"). The Company relied on this exemption from registration based in part on representations made by each investor in the Subscription Agreements.

The Notes and the shares of Common Stock issuable upon conversion of the Notes, if any, have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

To the extent that any shares of Common Stock are issued upon conversion of the Notes, they will be issued in transactions anticipated to be exempt from registration under the Securities Act by virtue of Section 3(a)(9) thereof as involving an exchange by the Company exclusively with its noteholders because no commission or other remuneration is expected to be paid in connection with conversion of the Notes and any resulting issuance of shares of Common Stock. Initially, a maximum of 13,631,400 shares of Common Stock may be issued upon conversion of the Notes based on the initial maximum conversion rate of 54.5256 shares of Common Stock per \$1,000 principal amount of Notes, which is subject to customary anti-dilution adjustment provisions.

Item 8.01 Other Events.

On June 4, 2026, the Company issued a press release announcing the pricing of the Notes. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Forward-Looking Statements

This Current Report on Form 8-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding, among other things, the terms of the Notes and the Company’s anticipated use of the net proceeds from the Offering. These forward-looking statements are based on the Company’s current assumptions, expectations and beliefs and are subject to substantial risks, uncertainties, assumptions and changes in circumstances that may cause the Company’s actual results, performance or achievements to differ materially from those expressed or implied in any forward-looking statement. These risks include, but are not limited to market risks, trends and conditions. Other factors that may cause the Company’s actual results to differ from those expressed or implied in the forward-looking statements in this Current Report on Form 8-K are discussed in the Company’s filings with the U.S. Securities and Exchange Commission, including the “Risk Factors” sections contained therein. Except as required by law, the Company assumes no obligation to update any forward-looking statements contained herein to reflect any change in expectations, even as new information becomes available.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Subscription Agreement
99.1	Press release entitled “Syndax Announces Private Placement of \$250.0 Million of Convertible Senior Notes,” dated June 4, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Dated: June 4, 2026

Syndax Pharmaceuticals, Inc.

By: /s/ Michael A. Metzger

Michael A. Metzger
Chief Executive Officer

June 3, 2026

Syndax Pharmaceuticals, Inc.
730 Third Avenue, 9th Floor
New York, New York
Attention: General Counsel and Chief Financial Officer

Re: Subscription for Syndax Pharmaceuticals, Inc. Convertible Senior Notes due 2031

Ladies and Gentlemen:

Syndax Pharmaceuticals, Inc., a Delaware corporation, (the “**Company**”), is offering a new series of its Convertible Senior Notes due 2031 (the “**Notes**”). The Notes will be convertible into cash, shares (“**Underlying Shares**”) of common stock of the Company, par value \$0.0001 per share (“**Stock**”), or a combination of cash and Underlying Shares, at the Company’s election, in accordance with the terms of the Indenture (as defined below).

The undersigned (the “**Investor**”), for itself and, on behalf of the accounts (if any) listed on Exhibit A hereto, for whom the Investor has been duly authorized to enter into the Subscription (each, including the Investor if it is listed on Exhibit A, a “**Subscriber**”), may subscribe for and purchase from the Company the Notes for cash (the “**Subscription**”) pursuant and subject to the terms and conditions set forth in this agreement (the “**Subscription Agreement**”). Each Subscriber (other than the Investor) is referred to herein as an “**Account**.”

The Investor and each Account understands that the Subscriptions are being made without registration under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities laws of any state of the United States or of any other jurisdiction, and that the Subscriptions are only being made to investors who are institutional “accredited investors” (within the meaning of Rule 501 of Regulation D under the Securities Act) that are also “qualified institutional buyers” (within the meaning of Rule 144A under the Securities Act) in reliance upon an exemption from registration under [Section 4(a)(2)] [that are not U.S. persons (as defined in Rule 902(k) in an offering that complies with Regulation S under the Securities Act (“**Regulation S**”))]. The Subscriptions are described in, and will be made pursuant to, the Indenture relating to the Notes (the “**Indenture**”) to be entered into as of the Closing Date (as defined below) between the Company and U.S. Bank Trust Company, National Association, as Trustee (the “**Trustee**”), substantially in the form of the draft Indenture provided to Investor, as supplemented by the Pricing Term Sheet, dated as of the date hereof (the “**Pricing Term Sheet**” and, together with the Indenture, the “**Transaction Documents**”).

1. The Subscription. Subject to the terms and conditions of this Subscription Agreement, the Investor hereby agrees to purchase from the Company, and the Company hereby agrees to issue and sell to the Investor and/or any such Account, Notes having an aggregate principal amount as set forth in column 2 of Exhibit A hereto, for an aggregate purchase price in cash in respect of such Notes as set forth in column 3 of Exhibit A (such aggregate cash purchase price, the “**Cash Purchase Price**”). For the avoidance of doubt, such Cash Purchase Price shall not be adjusted for accrued interest if the Closing (as defined below) occurs after June 10, 2026.
2. The Closing. The closing of the Subscriptions (the “**Closing**”) shall take place electronically at 10:00 AM, New York City time, on June 10, 2026, or at such other time and place as the Company may designate by notice to the Investor (the “**Closing Date**”); provided that the Closing Date cannot be later than June 30, 2026 without the prior written consent of the Investor.
3. Closing Mechanics.
 - a. The Depository Trust Company (“**DTC**”) will act as securities depository for the Notes.

- b. At or prior to the times set forth in the Subscription Procedures set forth in Exhibit B hereto (the “**Subscription Procedures**”), the Investor, on behalf of itself and/or any other Account, shall transfer the Cash Purchase Price by wire in immediately available funds to the account of the Company designated in the Subscription Procedures.
- c. On the Closing Date, subject to satisfaction of the conditions precedent specified in Section 6 hereof, and the prior receipt by the Company of the Cash Purchase Price from the Investor on behalf of each Subscriber, the Company shall (i) execute and deliver the Indenture, dated as of the Closing Date, between the Company and the Trustee and (ii) execute, cause the Trustee to authenticate and cause to be delivered to the DTC account(s) specified by the Investor or the relevant Account in Exhibit C hereto, the Notes.

All questions as to the form of all documents and the validity and acceptance of the Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.

4. Representations and Warranties of the Company. The Company represents and warrants to the Investor (and each Account, as applicable) that:
- a. *Organization.* The Company is duly organized and is validly existing under the laws of the State of Delaware.
 - b. *Due Authorization.* This Subscription Agreement has been duly authorized, executed and delivered by the Company.
 - c. *Notes.* The Notes have been duly authorized by the Company and, when duly executed by the Company in accordance with the terms of the Indenture, assuming due authentication of the Notes by the Trustee, upon delivery to the Investors in accordance with the terms of the Subscription will be validly issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors’ rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) (collectively, the “**Enforceability Exceptions**”). The maximum number of Underlying Shares initially issuable upon conversion of the Notes (assuming settlement in shares of Stock to the maximum extent permitted by the Indenture and taking into account the maximum make-whole adjustment under the Indenture) have been duly and validly authorized and reserved for by the Company and, when issued upon conversion of the Notes in accordance with the terms of the Notes and the Indenture, will be validly issued, fully paid and non-assessable, and the issuance of any Underlying Shares will not be subject to any preemptive, participation, rights of first refusal or similar rights. At or prior to the Closing, a notice for the listing of additional shares covering the Underlying Shares shall have been submitted to the Nasdaq Global Select Market.
 - d. *Indenture.* The Company has all requisite corporate power and authority to perform its obligations under the Indenture. The Indenture has been duly authorized by the Company, and will have been duly executed and delivered by the Company at or prior to the Closing. Assuming due authorization, execution and delivery by the Trustee, the Indenture, upon execution and delivery thereof by the Company, will constitute the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

- e. *Exemption from Registration.* Assuming the accuracy of the representations and warranties of the Investor and each other investor executing a subscription agreement in substantially the same form as this Subscription Agreement, (1) the issuance of the Notes in connection with the Subscription pursuant to this Subscription Agreement is exempt from the registration requirements of the Securities Act; and (2) the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.
 - f. *New Class.* The Notes, when issued, will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Securities Exchange Act of 1934, as amended, or quoted in a U.S. automated inter-dealer quotation system, within the meaning of Rule 144A(d)(3)(i) under the Securities Act.
 - g. *No Conflicts.* The issuance of the Notes pursuant to the Transaction Documents, the execution, delivery and performance, as applicable, by the Company of its obligations under the Notes, the Indenture and each Subscription Agreement, and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of the Company or its subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, license, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational document of the Company or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or arbitrator or federal, state, local or foreign governmental agency or regulatory authority having jurisdiction over the properties or assets of the Company or any of its subsidiaries or any of their properties or assets, except, with respect to clauses (i) and (iii), conflicts, breaches, violations, impositions or defaults that would not reasonably be expected to have a material adverse effect on the financial condition, results of operations, stockholders' equity, properties or business of the Company and its subsidiaries taken as a whole or a material adverse effect on the performance by the Company of its obligations under any Subscription Agreement, the Indenture or the Notes or the consummation of any of the transactions contemplated hereby or thereby.
 - h. *Solvency.* On each of the date hereof and immediately after giving effect to the Subscriptions on the Closing Date, (A) the present fair market value (or present fair saleable value) of the total assets of Company and its subsidiaries taken as a whole is not less than the total amount required to pay the probable total liabilities (including contingent liabilities) of the Company and its subsidiaries taken as a whole as they mature and become absolute, (B) the capital of the Company and its subsidiaries taken as a whole is adequate to conduct the Company's and its subsidiaries' businesses and for the Company to enter into the Subscriptions, (C) the Company and its subsidiaries taken as a whole has the ability to pay its debts and obligations as such debts mature, and (D) the Company and its subsidiaries taken as a whole is not "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code)).
 - i. *Subscriptions.* The Company acknowledges that the terms of the Subscriptions have been mutually negotiated between the parties.
5. Representations and Warranties of the Investor. The Investor hereby represents and warrants to and covenants with the Company, on behalf of itself and each Account, as applicable, that:
- a. The Investor is a corporation, limited partnership, limited liability company or other entity, as the case may be, duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable.

- b. This Subscription Agreement, when executed and delivered, has been duly authorized, executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor, enforceable in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions. If the Investor is executing this Subscription Agreement on behalf of an Account, (i) the Investor has all requisite discretionary and contractual authority to enter into this Subscription Agreement on behalf of, and, bind, each Account to the terms of this Subscription Agreement, and (ii) Exhibit A hereto is a true, correct and complete list of the name of each Subscriber and the aggregate principal amount of Notes each such Subscriber agrees to purchase hereunder.
- c. Participation in the Subscriptions will not contravene (1) any law, rule, regulation or governmental or judicial decrees, injunctions or orders binding on the Investor or any Account or any investment guideline or restriction applicable to the Investor (or, if applicable, any Account), (2) the charter or bylaws (or equivalent organizational documents) of the Investor (or, if applicable, any Account) or (3) any agreement or instrument to which the Investor or any Account is a party or by which the Investor or any Account or any of their respective assets are bound.
- d. The Investor (or applicable Account) is a resident of the jurisdiction set forth in Exhibit C and, unless otherwise set out in Exhibit A hereto, as applicable, is not acquiring the Notes as a nominee or agent or otherwise for any other person.
- e. The Investor and each Account will comply with all applicable laws and regulations in effect in any jurisdiction in which the Investor or such Account purchases or acquires pursuant to the Subscription or sells Notes and will obtain any consent, approval or permission required for such purchases, acquisitions or sales under the laws and regulations of any jurisdiction to which the Investor or such Account is subject or in which the Investor or such Account makes such purchases, acquisitions or sales, and the Company shall not have any responsibility therefor.
- f. The Investor and each Account has received a copy of the Transaction Documents. The Investor acknowledges that: (1) no person has been authorized to give any information or to make any representation concerning the Subscriptions or the Company or any of its subsidiaries, other than as contained in this Subscription Agreement or the Transaction Documents or in the information given by the Company's duly authorized officers and employees in connection with the Investor's examination of the Company and its subsidiaries and the terms of the Subscriptions; and (2) the Company and its subsidiaries do not take any responsibility for, and cannot provide any assurance as to the reliability of, any other information that may have been provided to the Investor. The Investor hereby acknowledges that J. Wood Capital Advisors LLC (the "**Placement Agent**") does not take any responsibility for, and can provide no assurance as to the reliability of, the information set forth in the Transaction Documents or any such other information provided or deemed provided to the Investor by the Company.
- g. The Investor and each Account understands and accepts that acquiring the Notes in the Subscriptions involves risks. The Investor and each Account has such knowledge, skill and experience in business, financial and investment matters that the Investor and each Account is capable of evaluating the merits and risks of the Subscriptions and an investment in the Notes. With the assistance of its own professional advisors (to the extent the Investor and each Account has deemed appropriate), the Investor and each Account has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and the consequences of the Subscriptions and this Subscription Agreement. The Investor and each Account has considered the suitability of the Notes as an investment in light of its own circumstances and financial condition, and the Investor is and each Account is able to bear the risks associated with an investment in the Notes. The Investor and each Account understands that it should consult with its own tax advisors in order to determine the U.S. federal, state, local and non-U.S. tax consequences of the ownership, disposition or conversion of the Notes or Underlying Shares, in light of the Investor's and each Account's particular circumstances.

- h. The Investor confirms that neither it nor any Account is relying on any communication (written or oral) of the Company or the Placement Agent or any of their respective agents or affiliates as investment advice or as a recommendation to participate in the Subscriptions and receive the Notes pursuant to the terms hereof. The Investor confirms that it has read the Indenture relating to the Notes and has not relied on any statement (written or oral) of the Company, the Placement Agent or any of their respective affiliates as to the terms of the Notes. It is understood that information provided in the Transaction Documents, or by the Company or the Placement Agent or any of their respective agents or affiliates, shall not be considered investment advice or a recommendation with respect to the Subscriptions, and that none of the Company, the Placement Agent or any of their respective agents or affiliates is acting or has acted as an advisor to the Investor or any Account in deciding whether to participate in the Subscriptions.
- i. The Investor confirms, for itself and for each Account, that neither the Company nor the Placement Agent have (1) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Notes; or (2) made any representation to the Investor regarding the legality of an investment in the Notes under applicable investment guidelines, laws or regulations. In deciding to participate in the Subscriptions, neither the Investor nor any Account is relying on the advice or recommendations of the Company or the Placement Agent, and the Investor and each Account has made its own independent decision that the investment in the Notes is suitable and appropriate for the Investor or such Account.
- j. The Investor and each Account is a sophisticated participant in the transactions contemplated hereby and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Notes, is experienced in investing in capital markets and is able to bear the economic risk of an investment in the Notes. The Investor and each Account is familiar with the business and financial condition and operations of the Company and its subsidiaries and has conducted its own investigation of the Company and its subsidiaries and the Notes and has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby. The Investor and each Account has had access to the Company's filings with the Securities and Exchange Commission (the "SEC") and such other information concerning the Company and its subsidiaries and the Notes as it deems necessary to enable it to make an informed investment decision concerning the Subscriptions. The Investor and each Account has been offered the opportunity to ask questions of the Company and its representatives and has received answers thereto as the Investor or such Account deems necessary to enable it to make an informed investment decision concerning the Subscriptions and the Notes. Neither such inquiries nor any other due diligence investigations conducted by such Investor or its advisors, or its representatives shall modify, amend or affect such Investor's right to rely on the Company's representations and warranties contained herein.
- k. The Investor and each Account understands that no federal, state, local or foreign agency has passed upon the merits or risks of an investment in the Notes or made any finding or determination concerning the fairness or advisability of such investment.

- l. The Investor and each Account is an institutional “accredited investor” as defined in Rule 501 of Regulation D under the Securities Act [as well as a “qualified institutional buyer” as defined in Rule 144A under the Securities Act] [and the Investor and each account is not a “U.S. person” (as defined in Regulation S) or purchasing for the account or benefit of a U.S. person, other than a distributor, and the Investor and each account is purchasing the Notes in an offshore transaction in accordance with Regulation S]. The Investor, for itself and on behalf of each Account, agrees to furnish any additional information reasonably requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the Subscriptions.
- m. The Investor and each Account is not directly, or indirectly through one or more intermediaries, controlling or controlled by, or under direct or indirect common control with, the Company and is not, and has not been for the immediately preceding three months, an “affiliate” (within the meaning of Rule 144 under the Securities Act) of the Company.
- n. The Investor and each Account is acquiring the Notes solely for the Investor’s or such Account’s own beneficial account, or for an account with respect to which the Investor or such Account exercises sole investment discretion, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Notes. The Investor and each Account understands that the offer and sale of the Notes have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of the Investor or each Account and the accuracy of the other representations made by the Investor and each Account in this Subscription Agreement.
- o. The Investor and each Account understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether the Investor’s and such Account’s participation in the Subscriptions meets the requirements for the exemptions referenced in clause (l) above. In addition, the Investor and each Account acknowledges and agrees that any hedging transactions engaged in by the Investor or such Account after such Investor or Account was wall crossed and prior to the Closing in connection with the issuance and sale of the Notes have been and will be conducted in compliance with the Securities Act and the rules and regulations promulgated thereunder.
- p. The Investor and each Account acknowledges that neither the Notes nor the Underlying Shares have been registered under the Securities Act. As a result, the Notes, and if converted to Underlying Shares, the Underlying Shares, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act as described in the Indenture (including, but not limited to, the Restricted Note Legend and the Restricted Stock Legend (each as defined in the Indenture) and Section 2.05 of the Indenture), and the Investor, for itself and on behalf of each Account, hereby agrees that neither it nor any Account will sell the Notes nor the Underlying Shares other than in compliance with such transfer restrictions. Further, the Investor and each Account acknowledges that (1) the Notes and, if converted to the Underlying Shares, the Underlying Shares, will carry a restrictive legend and (2) the Notes and, if converted to the Underlying Shares, the Underlying Shares, will be designated with a restricted CUSIP number, in each case until such time as the restrictive legend can be removed in the Company’s reasonable judgment or as otherwise required by the Indenture. [The Investor and each Account acknowledges that hedging transactions involving the Notes and the Underlying Shares may not be conducted unless in compliance with the Securities Act.]
- q. The Investor and each Account acknowledges that the terms of the Subscriptions have been mutually negotiated between the Investor (for itself and on behalf of each Account), and the Company. The Investor was given a meaningful opportunity to negotiate the terms of the Subscriptions on behalf of itself and each Account.

- r. The Investor and each Account acknowledges the Company intends to pay an advisory fee to the Placement Agent.
 - s. The Investor will, for itself and on behalf of each Account, upon request, execute and deliver any additional documents, information or certifications reasonably requested by the Company or the Trustee to complete the Subscriptions.
 - t. The Investor and each Account understands that, unless the Investor notifies the Company in writing to the contrary prior to the Closing, each of the Investor's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.
 - u. The Investor acknowledges that it and each Account had a sufficient amount of time to consider whether to participate in the Subscriptions. The Investor acknowledges that neither it nor any Account became aware of the Subscriptions through any form of general solicitation or advertising within the meaning of Rule 502 under the Securities Act.
 - v. The operations of the Investor and each Account have been conducted in material compliance with the rules and regulations administered or conducted by the U.S. Department of Treasury Office of Foreign Assets Control ("**OFAC**"), the rules and regulations of the Foreign Corrupt Practices Act ("**FCPA**") and the Anti-Money Laundering ("**AML**") rules in the Bank Secrecy Act applicable to the Investor. The Investor has performed due diligence necessary to reasonably determine that its (or, where applicable, any Account's) beneficial owners are not named on the lists of denied parties or blocked persons administered by OFAC, resident in or organized under the laws of a country that is the subject of comprehensive economic sanctions and embargoes administered or conducted by OFAC ("**Sanctions**"), are not otherwise the subject of Sanctions and have not been found to be in violation or under suspicion of violating OFAC, FCPA or AML rules and regulations.
 - w. The Investor and each Account acknowledges and agrees that the Placement Agent has not acted as a financial advisor or fiduciary to the Investor or such Account and that the Placement Agent and its respective directors, officers, employees, representatives and controlling persons have no responsibility for making, and have not made, any independent investigation of the information contained herein or in the Company's SEC filings and make no representation or warranty to the Investor or such Account, express or implied, with respect to the Company or the Subscriptions or the accuracy, completeness or adequacy of the information provided to the Investor or the Account or any other publicly available information, nor will any of the foregoing persons be liable for any loss or damages of any kind resulting from the use of the information contained therein or otherwise supplied to the Investor or such Account.
 - x. The Investor and each Account acknowledges and agrees that no public market exists for the Notes and that there is no assurance that a public market will ever develop for the Notes.
6. Conditions to Obligations of the Investor and the Company. The obligations of the Investor to deliver, or to cause the Accounts to deliver, the Cash Purchase Price and of the Company to deliver the Notes are subject to the satisfaction at or prior to the Closing of the condition precedent that the representations and warranties of the Company on the one hand, and of the Investor on the other contained in Sections 4 and 5, respectively, shall be true and correct as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing.

7. Covenant and Acknowledgment of the Company. The Company hereby agrees to publicly disclose at or prior to 9:00 a.m., New York City time (the “**Release Time**”), on the first business day after the date hereof, the Subscriptions as contemplated by this Subscription Agreement in a press release or through the filing of a Current Report on Form 8-K. The Company hereby acknowledges and agrees that as of the Release Time the Company will disclose all confidential information to the extent the Company believes such confidential information constitutes material non-public information, if any, with respect to the Subscriptions or that was otherwise communicated by the Company to the Investor or any Account in connection with the Subscriptions. For the avoidance of doubt, the Company may be aware of material non-public information regarding the Company at the time of Closing that has not been communicated to the Investor or any Account. The Company will, no later than the first business day following the Closing, file a Current Report on Form 8-K publicly disclosing the closing of the Subscriptions as contemplated by this Subscription Agreement.
8. Covenant of the Investor. No later than one (1) business day after the date hereof, the Investor agrees to deliver settlement instructions for each Subscriber to the Company substantially in the form of Exhibit C hereto.
9. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
10. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Investor without the prior written consent of the other party.
11. Withholding. The Company and its agents shall be entitled to deduct and withhold from any amounts payable or deliverable pursuant to the Notes such amounts as are required (as determined in good faith by the applicable withholding agent) to be deducted or withheld under applicable law. To the extent any amounts are withheld and remitted to the appropriate taxing authority (including, for the avoidance of doubt, due to the failure or inability of an Investor (or Account(s) of such Investor, if applicable) to deliver properly completed and duly executed Internal Revenue Service Form W-9 or the appropriate series of Internal Revenue Service Form W-8 (and all required attachments) establishing an exemption from withholding and backup withholding), such amounts shall be treated for all purposes of the Notes as having been paid or delivered to the Subscriber to whom such amounts otherwise would have been paid or delivered. The Investor further acknowledges that any Subscriber may be subject to U.S. federal withholding or backup withholding (currently at rates of 30% and 24%, respectively) on certain payments or deliveries made to such Subscriber unless such Subscriber properly establishes an exemption from, or a reduced rate of, such withholding or backup withholding.
12. Waiver of Jury Trial. EACH OF THE COMPANY AND THE INVESTOR (FOR ITSELF AND, IF APPLICABLE, ON BEHALF OF EACH ACCOUNT) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.
13. Governing Law. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

14. Submission to Jurisdiction. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) (a) agrees that any legal suit, action or proceeding arising out of or relating to this Subscription Agreement or the transactions contemplated hereby shall be instituted exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; (b) waives any objection that it may now or hereafter have to the venue of any such suit, action or proceeding; and (c) irrevocably consents to the jurisdiction of the aforesaid courts in any such suit, action or proceeding. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) agrees 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 law.
15. Venue. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably and unconditionally 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 Subscription Agreement in any court referred to in Section 14. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably 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.
16. Service of Process. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably consents to service of process in the manner provided for notices in Section 19. Nothing in this Subscription Agreement will affect the right of any party to this Subscription Agreement to serve process in any other manner permitted by law.
17. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.
18. Counterparts. This Subscription Agreement may be executed, either manually or by way of a digital signature provided by DocuSign (or similar digital signature provider), by one or more of the parties hereto in any number of separate counterparts (including by facsimile or other electronic means, including telecopy, email or otherwise), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Subscription Agreement (whether executed manually or by way of a digital signature as described in this Section 18) by facsimile or other transmission (e.g., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.
19. Notices. All notices and other communications to the Company provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses or pursuant to the following email addresses, or, in the case of the Investor or any Account, the address provided in Exhibit C (or such other address as either party shall have specified by notice in writing to the other):

If to the Company: Syndax Pharmaceuticals, Inc.
730 Third Avenue, 9th Floor
New York, New York
Email:

20. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
21. Notification of Changes. The Investor (for itself and, if applicable, on behalf of each Account) hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the Closing that would cause any representation, warranty, or covenant of the Investor (and/or such Account) contained in this Subscription Agreement to be false or incorrect.

22. Reliance by Placement Agent. The Placement Agent may rely on each representation and warranty of the Company and the Investor made herein or pursuant to the terms hereof (including, without limitation, in any officer's certificate delivered pursuant to the terms hereof) with the same force and effect as if such representation or warranty were made directly to the Placement Agent. The Placement Agent shall be a third party beneficiary to this Subscription Agreement to the extent provided in this Section 22.
23. Entire Agreement. The Subscription Agreement constitutes the entire agreement between the Company and the Investor (for itself and, if applicable, on behalf of each Account) with respect to the subject matters hereof.
24. Severability. If any term or provision (in whole or in part) of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Investor (for itself and, if applicable, on behalf of each Account) has executed this Subscription Agreement as of the date first written above.

Legal Name of Executing Investor:

By _____
Name:
Title:
Legal Name:

[Signature Page to Subscription Agreement]

ACCEPTED AND AGREED:

Syndax Pharmaceuticals, Inc.

By _____
Name:
Title:

[Signature Page to Subscription Agreement]

EXHIBIT A: SUBSCRIPTION

Participating Accounts, Allocation of Aggregate Principal Amount of Notes and Cash Purchase Price:

Name of Subscriber	Aggregate Principal Amount of Notes	Cash Purchase Price
	\$	\$
Total:	\$	\$

EXHIBIT B

NOTICE OF SUBSCRIPTION PROCEDURES

Attached are Subscription Procedures for the settlement of the subscription for Syndax Pharmaceuticals, Inc. (the “**Company**”) Convertible Senior Notes due 2031 (the “**Notes**”) pursuant to the Subscription Agreement, dated as of June 3, 2026, between you and the Company which is expected to occur on or about June 10, 2026. To ensure timely settlement, please follow the instructions for subscribing for Notes as set forth on the following page.

These instructions supersede any prior instructions you received. Your failure to comply with the attached instructions may delay your receipt of the Notes.

If you have any questions, please contact David Liu.

Thank you.

To receive Notes

You must **BOTH**:

1. Direct your eligible DTC participant through which you wish to hold a beneficial interest in the Notes to post and accept on June 10, 2026, **no later than 9:00 a.m., New York City time**, a one-sided deposit instruction through DTC via DWAC for the aggregate principal amount of Notes (CUSIP/ISIN #: [87164FAA3 / US87164FAA30]) set forth in column 2 of Exhibit A (“**Notes**”) of the Subscription Agreement.

It is important that this instruction be submitted and the DWAC posted on June 10, 2026, no later than 9:00 a.m., New York City time.

AND

2. **No later than 11:00 a.m., New York City time, on June 10, 2026**, you must pay the Cash Purchase Price set forth in column 3 of Exhibit A⁴ (“**Cash Purchase Price**”) of the Subscription Agreement by wire transfer in immediately available funds to the following account of the Company:

⁴ The Cash Purchase Price is the amount of cash that you must wire to the Company in connection with your purchase of Notes.

EXHIBIT C TO THE SUBSCRIPTION AGREEMENT

Subscriber Settlement Details

These settlement instructions are to be delivered to the Company for each Subscriber no later than one (1) business day after the date of the Subscription Agreement.

Name of Subscriber: _____

Subscriber Address:

SETTLEMENT

On June 10, 2026, after the Company receives your Cash Purchase Price and your delivery instructions as set forth above, and subject to the satisfaction of the conditions to closing as set forth in your Subscription Agreement, the Company will deliver your Notes in accordance with the delivery instructions set forth above.

Telephone: _____

Email Address: _____

Country of Residence: _____

Taxpayer Identification Number: _____

DTC Participant Information for Delivery of Notes

DTC Participant Number: _____

DTC Participant Name: _____

DTC Participant Phone Number: _____

DTC Participant Contact Email: _____

FFC Account #: _____

Account # at Bank/Broker: _____

Syndax Announces Private Placement of \$250.0 Million of Convertible Senior Notes

NEW YORK, June 4, 2026 — Syndax Pharmaceuticals, Inc. (“Syndax”) (NASDAQ: SNDX), a commercial-stage biopharmaceutical company advancing innovative cancer therapies, has entered into privately negotiated subscription agreements for the issuance of \$250.0 million aggregate principal amount of 2.25% Convertible Senior Notes due 2031 (the “Notes”). The sale of the Notes is expected to close on June 10, 2026, subject to customary closing conditions. J. Wood Capital Advisors LLC is acting as sole placement agent in connection with the private placement of the Notes (the “private placement”).

Syndax estimates that the net proceeds from the private placement will be approximately \$243 million, after deducting the placement agent’s fees and estimated expenses payable by Syndax. Syndax expects to use the net proceeds from the private placement for general corporate purposes, including working capital, research and development expenditures, commercialization activity expenditures and business development expenditures.

The Notes will be senior unsecured obligations of Syndax and will accrue interest payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2026 at a rate of 2.25%. The Notes will mature on June 15, 2031, unless earlier converted, redeemed or repurchased.

Noteholders may convert all or any portion of their Notes at their option at any time prior to the close of business on the business day immediately preceding March 15, 2031, only upon the occurrence of certain circumstances. On or after March 15, 2031, until the close of business on the second scheduled trading day immediately preceding the maturity date, the noteholders may convert all or any portion of their Notes at any time.

Upon conversion, Syndax will pay or deliver, as the case may be, cash, shares of Syndax’s common stock, par value \$0.0001 per share (the “common stock”), or a combination of cash and shares of common stock, at Syndax’s election. The conversion rate will initially be 40.3894 shares of common stock per \$1,000 principal amount of Notes (equivalent to an initial conversion price of approximately \$24.76 per share of common stock). The initial conversion price of the Notes represents a premium of approximately 35% over the last reported sale price of the common stock on the Nasdaq Global Select Market on June 3, 2026. The conversion rate will be subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date of the Notes or if Syndax delivers a notice of redemption, Syndax will, in certain circumstances, increase the conversion rate for a noteholder who elects to convert its Notes in connection with such a corporate event or notice of redemption, as the case may be.

Syndax may not redeem the Notes prior to June 20, 2029. Syndax may redeem for cash all or any portion of the Notes (subject to certain limitations), at Syndax’s option, on a redemption date on or after June 20, 2029 if the last reported sale price of the common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which Syndax provides notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

If Syndax undergoes a “fundamental change” (as defined in the indenture that will govern the Notes), then, subject to certain conditions and limited exceptions, noteholders may require Syndax to repurchase for cash all or any portion of their Notes at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

Neither the Notes, nor the shares of common stock issuable upon conversion of the Notes, if any, have been registered under the Securities Act of 1933, as amended (the “Securities Act”) or any state securities laws, and unless so registered, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, absent registration or an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws.

This press release is neither an offer to sell nor a solicitation of an offer to buy any securities, nor shall it constitute an offer, solicitation or sale of any securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

About Syndax

Syndax Pharmaceuticals is a commercial-stage biopharmaceutical company advancing innovative cancer therapies. Highlights of the Company’s pipeline include Revuforj® (revumenib), an FDA-approved menin inhibitor, and Niktimvo™ (axatilimab-csfr), an FDA-approved monoclonal antibody that blocks the colony stimulating factor 1 (CSF-1) receptor. Fueled by our commitment to reimagining cancer care, Syndax is working to unlock the full potential of its pipeline and is conducting several clinical trials across the continuum of treatment. For more information, please visit www.syndax.com/ or follow the Company on [X](#) and [LinkedIn](#).

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, regarding, among other things, the terms of the Notes, the anticipated closing of the private placement and the anticipated use of the net proceeds from the private placement. These forward-looking statements are based on Syndax’s current assumptions, expectations and beliefs and are subject to substantial risks, uncertainties, assumptions and changes in circumstances that may cause Syndax’s actual results, performance or achievements to differ materially from those expressed or implied in any forward-looking statement. These risks include, but are not limited to market risks, trends and conditions. Other factors that may cause Syndax’s actual results to differ from those expressed or implied in the forward-looking statements in this press release are discussed in Syndax’s filings with the U.S. Securities and Exchange Commission, including the “Risk Factors” sections contained therein. Except as required by law, Syndax assumes no obligation to update any forward-looking statements contained herein to reflect any change in expectations, even as new information becomes available.