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

FORM 8-K/A
(Amendment No.1)

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 12, 2026

HARMONY BIOSCIENCES HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39450
(Commission
File Number)

82-2279923
(IRS Employer
Identification No.)

630 W. Germantown Pike, Suite 215
Plymouth Meeting, PA 19462
(Address of principal executive offices) (Zip Code)

(484) 539-9800
(Registrant's telephone number, including 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:

Trading		Name of each exchange
Title of each class	Symbol(s)	on which registered
Common Stock, \$0.00001 par value per share	HRMY	The Nasdaq Global 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. ☐

Explanatory Note

This Current Report on Form 8-K/A amends Item 5.02 of the Current Report on Form 8-K filed by Harmony Biosciences Holdings, Inc. (the "Company") on October 13, 2026 (the "Original Form 8-K"). On October 12, 2026, the Company announced that Jeffrey M. Dayno, M.D., as part of a leadership succession plan, will be retiring as the Company's President and Chief Executive Officer and stepping down as a Class I director of the Company's Board of Directors (the "Board"), in each case, effective as of December 31, 2026, at 11:59 p.m. Eastern Time (the "Resignation Effective Date"), and will serve as a non-executive advisor to the Company through January 2028. On October 12, 2026, the Company also announced that Peter Anastasiou, the Company's current Senior Executive Vice President, Chief Operating Officer, has been appointed by the Board to serve as President and Chief Executive Officer of the Company and as a Class I director of the Company's Board, each effective as of January 1, 2027, at 12:00 a.m. Eastern Time (the "Appointment Effective Date") to fill the vacancy resulting from Dr. Dayno's resignation.

The Company is filing this Amendment No. 1 to the Original Form 8-K to provide information regarding each of Dr. Dayno's and Mr. Anastasiou's separation and employment arrangements in connection with these transitions, which had not been determined at the time of filing of the Original Form 8-K. Except as set forth herein, no other changes are being made to the Original Form 8-K.

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

Separation and Consulting Agreement with Jeffrey M. Dayno

In connection with Dr. Dayno's departure, on October 29, 2026, the Company, Harmony Biosciences, LLC and Harmony Biosciences Management, Inc. ("Harmony Management") entered into a Separation and Consulting Agreement with Dr. Dayno (the "Separation Agreement"), pursuant to which Dr. Dayno will be entitled to receive the severance payments and benefits in accordance with his employment agreement and award agreements, in exchange for a release of claims in favor of the Company and its affiliates and continued compliance with the Separation Agreement and any restrictive covenants. In addition, pursuant to the Separation Agreement, Dr. Dayno is expected to provide consulting services to the Company as an advisor through January 31, 2028. During his consultancy, Dr. Dayno will be eligible to receive (x) \$500 per hour for any consulting services provided and (y) continued vesting of any Company equity or equity-based awards held by Dr. Dayno as of the Resignation Effective Date based on his continued service with the Company and Harmony Management (or full vesting upon a change in control during the consulting period).

The foregoing description of the Separation Agreement is not complete and is subject to and qualified in its entirety by the terms of the Separation Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Amended and Restated Employment Agreement with Peter Anastasiou

In connection with Mr. Anastasiou's appointment as President and Chief Executive Officer, on October 29, 2026, the Company and Harmony Management entered into an Amended and Restated Executive Employment Agreement with Mr. Anastasiou (the "A&R Employment Agreement"), which will become effective as of the Appointment Effective Date and pursuant to which Mr. Anastasiou will serve as President and Chief Executive Officer of the Company and Harmony Management. Mr. Anastasiou's employment pursuant to the A&R Employment Agreement will continue until terminated in accordance with its terms.

The material changes under the A&R Employment Agreement are as follows:

- Mr. Anastasiou's annual base salary will be \$725,000, effective as of the Appointment Effective Date.
 - Commencing with calendar year 2027, Mr. Anastasiou's target annual bonus opportunity will be equal to 75% of his annual base salary under the Company's annual bonus program.
 - Within 30 days of the Appointment Effective Date, Mr. Anastasiou will be eligible to receive an option award and an award of restricted stock units with an aggregate grant date fair value of \$1,750,000 and \$750,000, respectively. Each award will vest and, as applicable, become exercisable with respect to 25% of the underlying shares of the award on the first anniversary of the Appointment Effective Date and with respect to 75% of the underlying shares of the award on a quarterly basis thereafter until the fourth anniversary of the Appointment Effective Date, subject to Mr. Anastasiou's continued service through each vesting date.
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The foregoing description of the A&R Employment Agreement is not complete and is subject to and qualified in its entirety by the terms of the A&R Employment Agreement, a copy of which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

Exhibit No.	Description
10.1	<u>Separation and Consulting Agreement by and among Harmony Biosciences Holdings, Inc., Harmony Biosciences, LLC, Harmony Biosciences Management, Inc. and Jeffrey M. Dayno, M.D., dated October 29, 2026.</u>
10.2	<u>Amended and Restated Executive Employment Agreement by and among Harmony Biosciences Holdings, Inc., Harmony Biosciences Management, Inc. and Peter Anastasiou, dated October 29, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

HARMONY BIOSCIENCES HOLDINGS, INC.

Date: October 30, 2026

By: /s/ Christian Ulrich

Christian Ulrich

Executive Vice President, General Counsel and
Corporate Secretary

SEPARATION AND CONSULTING AGREEMENT

This Separation and Consulting Agreement (this “**Agreement**”) is entered into by and between Jeffrey M. Dayno, M.D. (“**Executive**”) and Harmony Biosciences Holdings, Inc., Harmony Biosciences, LLC and Harmony Biosciences Management, Inc. (together, the “**Company**”), effective as of October 29, 2026 (the “**Effective Date**”).

1. Separation.

(a) Effective as of December 31, 2026 (the “**Separation Date**”), Executive shall cease serving as the President and Chief Executive Officer of the Company, Executive’s employment with the Company and all of its affiliates shall terminate, and Executive shall cease to be an employee of all of the foregoing. The parties hereto acknowledge and agree that, effective as of the Separation Date, (i) that certain Employment Agreement, dated as of April 24, 2023, by and between Executive and the Company (the “**Employment Agreement**”) shall terminate (except as otherwise expressly set forth herein and therein) and the Company shall have no further obligations under the Employment Agreement; and (ii) Executive shall be deemed to have resigned from all offices and directorships held with the Company and its subsidiaries.

2. Separation from Employment.

(a) *Accrued Obligations.* Within 30 days following the Separation Date, the Company will pay to Executive (i) all accrued salary or hourly wages (as applicable) and, if required by the Company’s applicable policies, all accrued, unused vacation / paid time off through the Separation Date and (ii) any unreimbursed business expenses incurred by Executive, in accordance with Company policy, prior to the Separation Date (collectively, the “**Accrued Obligations**”). Additionally, following the Separation Date, Executive shall be entitled to retain or receive any vested amounts due to Executive under any employee benefit plan, program or policy of the Company, including 401(k) and non-qualified retirement savings plans, in any case pursuant to and in accordance with the terms and conditions of this Agreement and the applicable plan, program or policy. Except as expressly provided in this Agreement, the Company shall have no further obligations, and Executive shall have no further right or entitlement to any payments or other termination benefits.

(b) *Severance Payments and Benefits.* In connection with Executive’s termination of employment on the Separation Date:

(i) The Company shall pay to Executive an amount equal to \$770,000, representing 12 months of Executive’s base salary as in effect on the Separation Date, payable pursuant to Section 3.03(a) of the Employment Agreement;

(ii) The Company will provide Executive and his eligible dependents with continued coverage under its group health plans pursuant to the terms of Section 3.03(b) of the Employment Agreement;

(iii) The Company will provide Executive with up to three months of outplacement services pursuant to the terms of Section 3.03(c) of the Employment Agreement;

(iv) The Company shall pay to Executive an amount equal to Executive’s earned Short Term Incentive (as defined in the Employment Agreement) for calendar year 2026, to the extent unpaid as of the Separation Date, payable on the date on which annual bonuses are paid to the Company’s senior executives generally for 2026, but no later than March 15, 2027, regardless of whether Executive is an employee of the Company on the payment date; and

(v) Notwithstanding the foregoing or anything herein to the contrary, if a Change in Control (as defined in the Company's 2020 Incentive Award Plan) occurs during the Consulting Period (as defined below), any Company equity or equity-linked award (or portion thereof) then-held by Executive (each, a "**Company Equity Award**") that remains unvested as of such Change in Control, shall thereupon accelerate and become fully vested and, as applicable, exercisable.

Executive's entitlement to receive the payments and benefits set forth in this Section 2(b) will be subject to and conditioned upon (x) Executive's continued compliance with the Restrictive Covenants (as defined below) and (y) Executive's execution and delivery to the Company of a general release of claims in the form attached hereto as Exhibit A (the "**Release**") on or within 21 days following the Separation Date (but in no event prior to the Separation Date), and non-revocation of such Release during the seven-day period following the date on which such Release is executed.

(c) *Return of Company Property.* Executive agrees that he shall, prior to the Separation Date, or at any other time as requested by the Company, return to the Company all documents of the Company and its affiliates (and all copies thereof) and all other Company or Company affiliate property that Executive has in his possession, custody or control. Such property includes, without limitation: (i) any materials of any kind that Executive knows contain or embody any proprietary or confidential information of the Company or an affiliate of the Company (and all reproductions thereof), (ii) portable electronic devices (including, but not limited to, tablet computers) unless otherwise mutually agreed, credit cards, entry cards, identification badges and keys, and (iii) any correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the customers, business plans, marketing strategies, products and/or processes of the Company or any of its affiliates and any information received from the Company or any of its affiliates regarding third parties. Notwithstanding the foregoing, Executive shall be permitted to retain his contacts, calendars and personal correspondence and any information reasonably needed for his personal tax return preparation, in each case, so long as such items do not contain confidential or proprietary information of the Company.

(d) *Indemnification and Liability Insurance.*

(i) The Company acknowledges and agrees that the Indemnification Agreement between Executive and Harmony Biosciences Holdings, Inc., dated August 24, 2020 (the "**Indemnification Agreement**"), remains in full force and effect in accordance with its terms, and that nothing in this Agreement (including the Release attached as Exhibit A hereto) shall limit, diminish, supersede, or otherwise adversely affect any right of Executive to indemnification, contribution, or advancement of expenses under the Indemnification Agreement, the Company's Certificate of Incorporation or Bylaws, any resolution adopted thereunder, or applicable law (collectively, the "**Indemnification Rights**"). For the avoidance of doubt, Executive's termination as an employee, resignation from all offices and directorships, and change in status to a consultant, in each case, as set forth herein, shall not terminate, reduce, or otherwise affect the enforceability and survival of Executive's rights under the Indemnification Rights, which shall continue for the full duration provided therein.

(ii) The Company shall continue to provide Executive with coverage under all applicable directors' and officers' ("**D&O**") liability insurance policies for any actions or inactions through the Separation Date to the maximum extent of the coverage available to any other director or officer of the Company. The Company shall obtain and pay all premiums and expenses for tail policies covering Executive under all D&O insurance policies, with respect to Executive's actions or inactions while serving as a director or officer of the Company for a period of 10 years following the end of the Consulting Period, with coverage no less favorable than the D&O insurance covering Executive as of the Effective Date of this Agreement (collectively, the "**Tail Policies**"). The Company shall, upon Executive's reasonable written request, deliver copies of all such Tail Policies to Executive at the end of the Consulting Period.

3. Consulting Services.

(a) *General.* During the period commencing on January 1, 2027 and ending on January 31, 2028 or such earlier date on which Executive's consulting relationship with the Company is terminated as provided in Section 3(b) below (any such date of expiration or termination, the "**Consulting Termination Date**") (in any case, the "**Consulting Period**"), Executive shall serve as Advisor and provide such consulting services as may be requested by the Company's President and Chief Executive Officer, including the responsibilities, duties and services listed on Schedule A attached to this Agreement and the transition of Executive's duties as President and Chief Executive Officer of the Company (collectively, the "**Consulting Services**"). The Company anticipates the Consulting Services will (i) constitute a substantial time commitment and meaningful ongoing contribution to the Company's business and (ii) exceed 20% of Executive's time commitment during his tenure as an employee. The Company shall compensate Executive for his Consulting Services at an hourly rate of \$500 per hour, calculated on an hourly basis, payable no later than 30 days following the Company's receipt of an invoice from Executive for such amount (which invoice shall be submitted by Executive to the Company not later than 30 days following the end of the month in which the applicable Consulting Services are provided by Executive). Executive shall comply with all applicable policies and procedures of the Company (including, without limitation, technology use, confidentiality, background check, and work authorization policies and procedures). Any Company Equity Award that remains unvested as of the Separation Date shall continue to vest pursuant to its terms, subject to Section 2(b)(v) above, until the first to occur of: (i) January 31, 2028, (ii) Executive's Voluntary Termination of Services (as defined below), or (iii) a Cause Termination of Services (as defined below), being the date on which Executive ceases to be a Service Provider (as defined in the Company's 2020 Incentive Award Plan). For the avoidance of doubt, in no event shall any unvested Company Equity Award (or portion thereof) vest later than March 15, 2028.

(b) *Termination of Consulting Services.* The Consulting Services and the consulting relationship established hereby may be terminated by Executive at any time and for any reason upon the delivery of at least 15 days' prior written notice to the Company ("**Voluntary Termination of Services**"). In addition, the Company may terminate the Consulting Services established hereby at any time and without notice in the event of any act or omission by Executive that would constitute a termination of Executive's employment for Cause (as defined in the Employment Agreement) under prongs (iv), (v) and (vi) of such definition ("**Cause Termination of Services**").

(c) *Independent Contractor.* The Company and Executive expressly agree that, during the Consulting Period, Executive shall be solely an independent contractor and neither Executive nor any principal, employee, or contractor of Executive shall be construed to be an employee of the Company in any manner under any circumstances or for any purposes whatsoever. Nothing in this Agreement shall establish an agency, partnership, joint venture, or employee relationship between the Company and Executive, and Executive shall not represent himself as an employee or officer of the Company. The Company and Executive agree and acknowledge that neither party hereto renders legal, tax, or accounting advice to the other party. Except as otherwise provided by this Agreement and without limiting the generality of the foregoing, during the Consulting Period, the Company shall not provide Executive or any principal, employee, or contractor of Executive with, and no such individual shall be eligible to receive from the Company under any Company plan, any benefits, including without limitation, any pension, health, welfare, retirement, workers' compensation, or other insurance benefits. Executive shall be solely responsible for all taxes arising in connection with his compensation for the Consulting Services performed and the vesting of any Company Equity Awards during the Consulting Period (except to the extent required by law, as determined by the Company), including, without limitation, any and all federal, state, local, and foreign income and employment taxes.

4. Withholdings and Other Deductions. All compensation payable to Executive hereunder shall be subject to such withholdings and deductions as the Company is from time to time required to make pursuant to law, governmental regulation or order.

5. Warranty. Executive acknowledges that, upon receipt of the Accrued Obligations and the payments set forth herein, Executive has (i) received all monies and other benefits due to Executive as a result of his employment with and separation from the Company, and (ii) no right, title or interest in or entitlement to any other payments or benefits other than as set forth in this Agreement. Executive further represents that he has not sustained a work-related injury or illness that he has not previously reported to the Company.

6. Restrictive Covenants.

(a) *General.* Except as otherwise set forth herein, the parties acknowledge and agree that the restrictive covenants contained in this Section 6, Article IV of the Employment Agreement and in any written agreement between Executive and the Company or its affiliates, including with respect to confidential information, non-competition, non-solicitation, and non-disparagement (collectively, the “**Restrictive Covenants**”) shall remain in full force and effect in accordance with their terms, and Executive shall continue to be bound by their terms; provided, however, that following the Separation Date, Executive shall be permitted to serve in a non-operational role of any board of directors or governors of any entity that is not a Restricted Entity, as defined herein (“**Permitted Board Activity**”). For purposes of this Agreement, a “**Restricted Entity**” is any entity that offers products or services competitive with the Company’s products or services related to narcolepsy or the development of an orexin compound. For the avoidance of doubt, an entity in the biopharmaceutical or life-sciences industry that does not offer products or services competitive with the Company’s narcolepsy program or development of an orexin compound shall not be deemed a Restricted Entity. Any such Permitted Board Activity by Executive shall not (i) constitute a breach of the Restrictive Covenants, (ii) reduce, delay, or forfeit any payment, benefit, or equity vesting or acceleration under this Agreement, or (iii) give rise to any remedy under Section 11, in each case so long as Executive complies with his continuing confidentiality obligations.

(b) *Non-Disparagement.* Executive agrees that on and following the Separation Date, Executive will not, at any time, make, directly or indirectly, any oral or written statements that are disparaging of the Company or any of its subsidiaries, the products or services of the Company or any of its subsidiaries, or any of the Company’s present or former officers, equity holders, directors or employees. The Company agrees that on and following the Separation Date, the Company’s current executive officers and members of the Board will not, at any time, make, directly or indirectly, any oral or written statements that are disparaging of Executive. Notwithstanding the foregoing, (i) each of Executive, the Company’s executive officers and members of the Board may confer in confidence with his or her or its legal representatives and (ii) each of Executive, the Company’s executive officers and members of the Board may make demonstrably true statements.

7. Exceptions. Notwithstanding the generality of the foregoing or other provisions of this Agreement, nothing in this Agreement shall restrict Executive from: (i) filing a charge or complaint with the Equal Employment Opportunity Commission (“**EEOC**”) or any similar state or local government agency or commission; provided, however, Executive releases and waives Executive’s right to receive damages or other relief in connection with any such matter to the maximum extent permitted by applicable law; (ii) reporting to, communicating with, cooperating with, providing information to, or receiving any monetary reward or bounty from, any federal, state or local government agency, including, but not limited to, the EEOC, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice, without notice to the Company; (iii) testifying pursuant to a court order, subpoena, or written request from an

administrative agency or the legislature, or making any truthful statements or disclosures required by law, regulation or legal process; (iv) exercising any rights Executive may have under Section 7 of the U.S. National Labor Relations Act; and (v) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that Executive has reason to believe is unlawful. Further, Executive acknowledges that the Company has provided Executive notice of the immunity provisions of the U.S. Defend Trade Secrets Act of 2016, which state as follows: “(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order.”

8. Ongoing Cooperation. Subject to Section 7 above and the limitations in this Section 8, Executive agrees to cooperate with the Company and its affiliates regarding any pending or subsequently filed litigation, claims or other disputes that relate to matters within the knowledge or responsibility of Executive. Without limiting the foregoing, Executive agrees (i) to meet with representatives, counsel or other designees at mutually convenient times and places with respect to any items within the scope of this provision and (ii) to provide truthful testimony regarding same to any court, agency, or other adjudicatory body.

(a) *Cooperation Period.* Executive’s obligations under this Section 8 shall continue only until the date that is 24 months after the end of the Consulting Period, and shall terminate automatically on that date (the “**Cooperation Period**”), except that nothing in this Section 8 limits Executive’s independent obligation to respond to a lawful subpoena or comply with applicable law.

(b) *Time Commitment.* The Company shall provide Executive with reasonable advance notice (and in no event fewer than 10 business days, except in the case of a bona fide emergency or a court- or agency-imposed deadline that does not permit such notice) of any requested cooperation. The Company shall use commercially reasonable efforts to schedule requested cooperation so as not to unreasonably interfere with Executive’s business, professional, or personal commitments, and shall make commercially reasonable efforts to minimize the disruption to, and burden on, Executive, including by conducting meetings and preparation by telephone or videoconference where practicable. The Company shall not require Executive to devote more than 10 hours in any week or 40 hours in any calendar month to cooperation under this Section 8; provided that time spent by Executive providing testimony in response to a subpoena or other compulsory legal process shall not be subject to these caps.

(c) *Expenses and Compensation.* The Company will reimburse Executive for reasonable and documented out-of-pocket expenses (including reasonable travel expenses and, if (x) Executive reasonably requires separate counsel and (y) to the extent not covered by any D&O insurance or indemnification policy or agreement, reasonable attorneys’ fees) incurred in connection with the requested cooperation described in this Section 8. In addition, for any cooperation (i) requested after the end of the Consulting Period or (ii) exceeding 10 hours in any calendar month, the Company shall compensate Executive for Executive’s time at an hourly rate of \$500 per hour, calculated on an hourly basis. For the avoidance of doubt, Executive shall not be compensated for time spent giving truthful testimony itself, but may be compensated under this Section 8(c) for time reasonably spent preparing for such testimony. The Company shall reimburse expenses, fees, and compensation identified in Section 8(c) within 30 days after Executive submits reasonable documentation. For the avoidance of doubt, this Section 8 shall not limit

Executive's rights under the Indemnification Agreement or D&O policies, including, but not limited to, as it relates to advancement of expenses.

9. Code Section 409A.

(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Effective Date (collectively, "**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date, the Company determines that any compensation or benefits payable under this Agreement would be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, provided, however, that this Section 9 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions. In no event shall the Company, its affiliates or any of their respective officers, directors or advisors be liable for any taxes, interest or penalties imposed under Section 409A or any corresponding provision of state or local law.

(b) Any right under this Agreement to a series of installment payments shall be treated as a right to a series of separate payments. Any payments subject to Section 409A that are subject to execution of a waiver and release that may be executed and/or revoked in a calendar year following the calendar year in which the payment event (such as separation from employment) occurs shall commence payment only in the calendar year in which the consideration period or, if applicable, release revocation period ends, as necessary to comply with Section 409A. All payments of nonqualified deferred compensation subject to Section 409A to be made upon a separation from employment under this Agreement may only be made upon Executive's "separation from service" (within the meaning of Section 409A).

(c) Notwithstanding anything to the contrary in this Agreement, no compensation or benefits shall be paid to Executive during the six-month period following Executive's "separation from service" with the Company (within the meaning of Section 409A) if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of Executive's death), the Company shall pay Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Executive during such period (without interest).

10. Code Section 280G. In the event of a Change in Control, the parties acknowledge and agree that if Executive is a "disqualified individual" as defined in Code Section 280G and/or the Treasury Regulations adopted thereunder on the date of consummation of such Change in Control, each of the provisions set forth in Section 5.08(a) and Section 5.08(b) of the Employment Agreement (collectively, the "**280G Provisions**") shall remain in full force and effect in accordance with their terms, and each of Executive and the Company shall continue to be bound by such 280G Provisions.

11. Breach. In the event the Company believes Executive has materially breached the Restrictive Covenants, the Company shall provide written notice of such breach to Executive with an opportunity to cure such breach (to the extent capable of cure) within 15 days. After written notice, should the breach remain uncured, any outstanding obligations of the Company hereunder shall terminate, and the Company's covenants hereunder shall be deemed null and void in their entirety, other than the Company's outstanding obligations with respect to (a) the issuance of Shares to Executive prior to such breach, if applicable, and vested Restricted Stock Units (each as defined in the Company's 2020 Incentive Award Plan), (b) the Accrued Obligations, and (c) the Indemnification Rights preserved by Section 2(d)(i).

12. Governing Law. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, both procedural and substantive.

13. Waiver. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect the validity of this Agreement or the right of any party to enforce this Agreement.

14. Headings. The headings in this Agreement are provided solely for convenience, and are not intended to be part of, nor to affect or alter the interpretation or meaning of, this Agreement.

15. Severability. If any sentence, phrase, section, subsection or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Agreement, which shall remain fully valid and enforceable.

16. Assignment. This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns.

17. Ambiguities. Both parties have participated in the negotiation of this Agreement and, thus, it is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language.

18. Entire Agreement / Amendments. Executive and the Company acknowledge and agree that this Agreement satisfies the Company's obligations under Section 3.01(f) of the Employment Agreement. This Agreement (including the Restrictive Covenants, the 280G Provisions, and the Exhibits and Schedules hereto) constitutes the entire agreement between the parties concerning the subject matter hereof. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement (including the Employment Agreement, except as otherwise expressly set forth herein or therein). For the avoidance of doubt, the following agreements, plans and awards shall remain in full force and effect with respect to the parties: (a) any award agreements evidencing vested and unvested Company Equity Awards (if and to the extent amended by this Agreement), (b) any Restrictive Covenants (as amended by this Agreement), and (c) the 280G Provisions. No amendments to this Agreement will be valid unless written and signed by Executive and an authorized representative of the Company.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

20. Consultation with Counsel. Executive acknowledges (i) that Executive has thoroughly read and considered all aspects of this Agreement, that Executive understands all its provisions and that Executive is voluntarily entering into this Agreement, (ii) that he has been represented by, or had the opportunity to be represented by independent counsel of his own choice in connection with the negotiation and execution of this Agreement and has been advised to do so by the Company, and (iii) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment. Without limiting the generality of the foregoing, Executive acknowledges that he has had the opportunity to consult with his own independent tax advisors with respect to the tax consequences to him of this Agreement, and that he is relying solely on the advice of his independent advisors for such purposes.

21. Dispute Resolution. To the fullest extent permitted by law, the Company and Executive agree to waive their rights to seek remedies in court, including any right to a jury trial. The Company and Executive agree that any dispute between or among them or their subsidiaries, affiliates or related entities arising out of, relating to or in connection with this Agreement will be resolved in accordance with a two-step dispute resolution procedure involving: (1) Step One: non-binding mediation, and (2) Step Two: binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et. seq., or state law, whichever is applicable. Any such mediation or arbitration hereunder shall be conducted in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS (f/k/a the Judicial Arbitration and Mediation Service) ("**JAMS**") pursuant to its then current JAMS Employment Arbitration Rules & Procedures (a copy of which is available through JAMS's website, www.jamsadr.org) (the "**JAMS Rules**"). Notwithstanding anything to the contrary in the JAMS Rules, the mediation process (Step One) may be ended by either party to the dispute upon notice to the other party that it desires to terminate the mediation and proceed to the Step Two arbitration; provided, however, that neither party may so terminate the mediation process prior to the occurrence of at least one (1) mediation session with the mediator. No arbitration shall be initiated or take place with respect to a given dispute if the parties have successfully achieved a mutually agreed to resolution of the dispute as a result of the Step One mediation. The mediation session(s) and, if necessary, the arbitration hearing shall be held in Philadelphia, Pennsylvania, New York, New York or any other location mutually agreed to by the parties hereto. The arbitration (if the dispute is not resolved by mediation) will be conducted by a single JAMS arbitrator, mutually selected by the parties, as provided for by the JAMS Rules. If required by law, the Company will be responsible for the JAMS charges, including the costs of the mediator and arbitrator, otherwise the parties will share such charges equally. The Company and Executive agree that the arbitrator shall apply the substantive law of Pennsylvania to all state law claims and federal law to any federal law claims, that discovery shall be conducted in accordance with the JAMS Rules or as otherwise permitted by law as determined by the arbitrator. The arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The Company and Executive understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is limited under state and federal law. Any award rendered by the arbitrator will be final and binding, and judgment may be entered on it in any court of competent jurisdiction in Philadelphia, Pennsylvania at the time the award is rendered or as otherwise provided by law. Nothing contained herein shall restrict either party from seeking temporary injunctive relief in a court of law. The arbitrator is not empowered to award damages in excess of compensatory damages and each party irrevocably waives any damages in excess of compensatory damages. Judgment upon any arbitration award may be entered into any court having jurisdiction thereof and the parties consent to the jurisdiction of any court of competent jurisdiction located in the Commonwealth of Pennsylvania.

22. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by email and also mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

If to Executive: at Executive's most recent address on the records of the Company

with a copy to:

Semanoff Ormsby Greenberg & Torchia, LLC
Joseph W. Fluehr, Esquire and Jill M. Bellak, Esquire
2617 Huntingdon Pike
Huntingdon Valley, PA 19006
Email: jfluehr@sogtlaw.com and jbellak@sogtlaw.com

If to the Company:

Harmony Biosciences Management, Inc.
630 W. Germantown Pike, Suite 215
Plymouth Meeting, PA 19462
Attention: EVP, General Counsel & Corporate Secretary

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address. In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

[Signature page follows]

IN WITNESS WHEREOF, Executive has hereunto set Executive's hand and the Company has caused these presents to be executed in its name on its behalf, all as of the day and year set forth below.

Dated: October 29, 2026

/s/ Jeffrey M.
Dayno, M.D.

Jeffrey M. Dayno, M.D.

Dated: October 29, 2026

/s/ Christian Ulrich

Harmony Biosciences Holdings, Inc.
Name: Christian Ulrich
Title: EVP, General Counsel & Corporate Secretary

Dated: October 29, 2026

/s/ Christian Ulrich

Harmony Biosciences, LLC
Name: Christian Ulrich
Title: EVP, General Counsel & Corporate Secretary

Dated: October 29, 2026

/s/ Christian Ulrich

Harmony Biosciences Management, Inc.
Name: Christian Ulrich
Title: EVP, General Counsel & Corporate Secretary

[Signature page to Separation and Consulting Agreement]

**EXHIBIT A
GENERAL RELEASE**

1. Release. For good and valid consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the “**Releasees**” hereunder, consisting of Harmony Biosciences Holdings, Inc., Harmony Biosciences, LLC and Harmony Biosciences Management, Inc. (together, the “**Company**”) and each of its partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “**Claims**”), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees’ right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Pennsylvania Human Relations Act, 43 P.S. §§ 951-963; Pennsylvania Whistleblower Law, 43 P.S. §§ 1422 to 1423; the Philadelphia Fair Practices Ordinance, and any other foreign, federal, state or local statute, ordinance, executive order, regulation or constitution regarding employment, termination of employment, discrimination, harassment, retaliation, health and safety, privacy, notice, or wage and hour matters.

2. Claims Not Released. Notwithstanding the foregoing, this General Release (this “**Release**”) shall not operate to release any rights or claims of the undersigned (i) to the Company’s obligations to provide payments or benefits under the Separation and Consulting Agreement (the “**Separation Agreement**”), by and between the undersigned and the Company, effective as of October 29, 2026, to which this Release is attached (including without limitation as set forth in Sections 2(a), 2(b), 2(d), 3(a), 8, 9 and 10 thereof); (ii) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company; (iii) any rights as a shareholder or equity award holder of the Company; (iv) to file a claim for unemployment or workers’ compensation benefits; (v) to engage in any Protected Activities (as defined below) and any right to report allegations of unlawful conduct, including criminal conduct and unlawful employment practices, to federal, state, or local authorities; (vi) to any Claims for indemnification and/or advancement of expenses arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company or for coverage under any applicable contract of directors and officers liability insurance; or (vii) to any Claims which cannot be waived by an employee under applicable law.

3. Unknown Claims.

THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE UNDERSIGNED MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. Exceptions. Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit the undersigned from (i) filing a charge or complaint with the Equal Employment Opportunity Commission (“**EEOC**”) or any similar state or local government agency or commission; provided, however, the undersigned releases and waives the undersigned’s right to receive damages or other relief in connection with any such matter to the maximum extent permitted by applicable law; (ii) reporting to, communicating with, cooperating with, providing information to, or receiving any monetary reward or bounty from any federal, state or local government agency, including, but not limited to, the EEOC, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice, without notice to the Company; (iii) testifying pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, or making any truthful statements or disclosures required by law, regulation or legal process; (iv) exercising any rights the undersigned may have under Section 7 of the U.S. National Labor Relations Act; and (v) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that the undersigned has reason to believe is unlawful. Further, the undersigned acknowledges that the Company has provided the undersigned notice of the immunity provisions of the U.S. Defend Trade Secrets Act of 2016, which state as follows: “(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order.” The activities or rights described in this Section 4 shall be referred to as “**Protected Activities**.”

5. Representations. The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys’ fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

6. No Action. The undersigned agrees that if the undersigned hereafter commences any suit or arbitration arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all reasonable attorneys’ fees incurred by Releasees in defending or otherwise responding to said suit or arbitration.

7. No Admission. The undersigned further understands and agrees that neither the payment

of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

8. OWBPA. The undersigned, in consideration of the payments provided to the undersigned as described in the Separation Agreement, agrees and acknowledges that this Release constitutes a knowing and voluntary waiver and release of all Claims the undersigned has or may have against the Company and/or any of the Releasees as set forth herein, including, but not limited to, all Claims arising under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act. In accordance with the Older Workers Benefit Protection Act, the undersigned is hereby advised as follows:

- (i) the undersigned has read the terms of this Release, and understands its terms and effects, including the fact that the undersigned agreed to release and forever discharge the Company and each of the Releasees, from any Claims released in this Release;
- (ii) the undersigned understands that, by entering into this Release, the undersigned does not waive any Claims that may arise after the date of the undersigned's execution of this Release, including without limitation any rights or claims that the undersigned may have to secure enforcement of the terms and conditions of this Release, nor does the Release prevent the undersigned from challenging the knowing and voluntary waiver of the Release under the Older Workers Benefit Protection Act;
- (iii) the undersigned has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which the undersigned acknowledges is adequate and satisfactory to the undersigned and which the undersigned acknowledges is in addition to any other benefits to which the undersigned is otherwise entitled;
- (iv) the Company advises the undersigned that the undersigned has a right to and should consult with an attorney prior to executing this Release;
- (v) the undersigned has been given at least 21 days in which to review and consider this Release. To the extent that the undersigned chooses to sign this Release prior to the expiration of such period, the undersigned acknowledges that the undersigned has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that the undersigned does not desire additional time and hereby waives the remainder of the 21-day period; and
- (vi) the undersigned may revoke this Release within seven days from the date the undersigned signs this Release and this Release will become effective upon the expiration of that revocation period. If the undersigned revokes this Release during such seven-day period, this Release will be null and void and of no force or effect on either the Company or the undersigned and the undersigned will not be entitled to any of the payments or benefits which are expressly conditioned upon the execution and non-revocation of this Release. Any revocation must be in writing and sent to the Company's EVP, General Counsel & Corporate Secretary, via electronic mail at legal@harmonybiosciences.com, on or before 11:59 p.m. Eastern time on the seventh day after this Release is executed by the undersigned.

9. Governing Law. This Release is deemed made and entered into in the Commonwealth of Pennsylvania, and in all respects shall be interpreted, enforced and governed under the internal laws of the Commonwealth of Pennsylvania, to the extent not preempted by federal law.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, ____.

Jeffrey M. Dayno, M.D.

A-14

4933-8107-6955, v. 3

SCHEDULE A
CONSULTING SERVICES

To the extent requested by the Company's Chief Executive Officer:

- Monthly meetings with the Company's Chief Executive Officer to advise on the overall business activities of the Company
 - Monthly meetings with the Company's Chief Medical Officer to advise on all the Research & Development ("**R&D**") pipeline programs
 - Quarterly meetings with the Senior Leadership Team to advise on internal operations of the Company
 - Quarterly meetings with the Business Development Team to advise on business development opportunities for the Company
 - Special assignments on BP-205, the main value driver of the R&D pipeline, to advise on the robust development program and the strategic positioning of this asset
 - Attend quarterly Board of Directors meetings as a Board observer in an advisory role as requested
 - Ad hoc meetings as requested by the Company's Chief Executive Officer, Chief Medical Officer, Chief Financial Officer, Chief Commercial Officer and other members of the Executive Team to advise on key issues for the Company as they arise
-

HARMONY BIOSCIENCES MANAGEMENT, INC.

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”), dated as of October 29, 2026, and effective as of January 1, 2027 (the “Effective Date”), is made by and between Harmony Biosciences Management, Inc., a Delaware corporation (the “Company”), and Peter Anastasiou (the “Executive”).

W I T N E S S E T H:

WHEREAS, the Company previously employed the Executive under that certain Executive Employment Agreement, dated as of April 2, 2026, by and between the Company and the Executive (the “Prior Agreement”);

WHEREAS, effective as of the Effective Date, the Company and the Executive mutually desire for the Executive to transition from his prior position as Senior Executive Vice President, Chief Operating Officer to that of President and Chief Executive Officer;

WHEREAS, the Company and the Executive mutually desire to (i) terminate, replace and supersede the Prior Agreement in its entirety and (ii) continue the employ of the Executive under the terms and conditions set forth herein, in each case, effective as of the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the Company and the Executive agree as follows:

ARTICLE I.
EMPLOYMENT AND DUTIES

Section 1.01 Employment and Term. The term of the Executive’s employment under this Agreement (the “Term”) shall commence upon the Effective Date, and shall continue until the occurrence of a termination event as described in this Agreement.

Section 1.02 Position and Duties. The Executive shall, during the Term, serve as President and Chief Executive Officer of the Company and Parent (as defined below), and shall report directly to the Board (as defined below). The Executive shall have the duties and responsibilities customarily associated with such position and will perform such other duties or serve in such other capacities as reasonably directed by the Board from time to time consistent with his position(s) hereunder. In addition, the Executive shall be appointed to serve on the Board on the Effective Date. The Executive shall be an office-based employee and shall perform his duties primarily from the Chicago office. Notwithstanding the foregoing, the Executive acknowledges and agrees that his duties may require travel from time to time, including periodic travel to the Company’s principal offices located in Plymouth Meeting, PA, as reasonably requested by the Company.

Section 1.03 Scope. The Executive will devote substantially all of his business time, attention, skills and efforts to the performance of his duties. The Executive acknowledges that his duties and responsibilities require the Executive’s full-time business efforts, and agrees, except

with the prior written consent of the Board, which shall not be unreasonably withheld, to not engage in any other business activity or interests which materially interfere or conflict with the performance of the Executive's duties; provided, however, the Executive shall not be prohibited from managing the Executive's personal investments or engaging in charitable, educational (including lectures and speaking engagements) or civic activities so long as such management or activities do not materially interfere or conflict with the performance of the Executive's duties.

ARTICLE II.

COMPENSATION AND BENEFITS

Section 2.01 Base Salary. During the Term, the Company will pay the Executive a base salary (the "Base Salary") of \$725,000 per year, pro-rated for partial years of service, in accordance with the Company's standard payroll practices and procedures. The Base Salary will be reviewed annually by the Board of Directors or, if applicable, its Compensation Committee (as the case may be, the "Board") of Harmony Biosciences Holdings, Inc., a Delaware corporation and the sole member of the Company (the "Parent"), but may only be decreased during the Term in connection with a one-time across-the-board annual base salary reduction of the other members of the Company's senior management team of no more than 10% (in which case such increased or decreased amount shall be the "Base Salary").

Section 2.02 Bonus. During the Term, the Executive shall be eligible to receive annual discretionary bonuses in the form of short-term cash incentive compensation (the "Short Term Incentive"), in an amount (if any) to be determined by the Board or its Compensation Committee, in its sole, nonreviewable discretion, based upon the Executive's performance meeting individual goals and objectives established by the Board to meet the growth strategy of the Company, as well as the Company's overall performance. Without limiting the generality of the Board's (or the Compensation Committee's) discretion, the Executive's target Short Term Incentive per annum shall be 75% of the Executive's Base Salary (the "Target Bonus"). Any Short Term Incentive shall be deemed earned on the date it is paid, provided, however, that, except as otherwise provided in Article III of this Agreement, the Executive must be employed by the Company on the date the Short Term Incentives are paid in order for the Executive to be entitled to receive any payment of Short Term Incentive. The payment of the Short Term Incentive (if any) will be determined in the Company's sole discretion and paid to the Executive (to the extent payable) on the date on which annual bonuses are paid generally to the Company's senior executives; however, in no event will any Short Term Incentive be paid later than March 15th following the year to which it pertains.

Section 2.03 Parent Equity. On or within 30 days following the Effective Date, Parent will grant to the Executive (i) a stock option to purchase Parent's common stock (the "Sign-on Option Award") and (ii) an award of restricted stock units covering shares of Parent's common stock ("Sign-on RSU Award" and, together with the Sign-on Option Award, the "Sign-on Awards"). The Sign-on Option Award will have an aggregate grant date fair value of \$1,750,000 and a per-share exercise price equal to the fair market value of a share of Parent's common stock on the applicable grant date. The Sign-on RSU Award will have an aggregate grant date fair value of \$750,000. The Sign-on Awards will vest and, as applicable, become exercisable with respect to 25% of the underlying shares on the first anniversary of the Effective Date and as to 75% of the underlying shares on a quarterly basis thereafter until the fourth anniversary of the Effective Date, subject to continued service through the applicable vesting date. Each Sign-on Award will be

subject to the terms of the Harmony Biosciences Holdings, Inc. 2020 Equity Incentive Plan (as amended, the “Plan”) and an award agreement to be entered into between Parent and the Executive. Beginning in calendar year 2027, the Executive shall be eligible to participate in the Company’s annual long-term incentive equity program, pursuant to which, in addition to the Sign-on Awards, the Executive shall be eligible to receive an annual equity-based compensation award as determined by the Board or its Compensation Committee.

Section 2.04 Expenses. Subject to the Company’s standard policies and procedures for expense reimbursement as applied to its executive employees generally, the Company shall reimburse the Executive for, or pay on behalf of the Executive, reasonable out-of-pocket business expenses incurred by the Executive on behalf of the Company, including airfare and other approved travel expenses as provided for in the Company’s standard travel policies and procedures.

Section 2.05 Other Company Benefits. During the Term, the Executive shall be eligible to participate in all employee benefit plans and programs maintained by the Company that are available to Company management personnel of comparable responsibilities, subject to the terms and conditions of such plans and programs which may be amended from time to time by the Company. During the Term, the Executive shall also be eligible for the same perquisites provided to other similarly-situated senior executive officers from time to time (including cell phone reimbursements and reimbursements for expenses incurred by the Executive in connection with parking at the Company’s Chicago offices), in accordance with the Company’s applicable practices and policies.

Section 2.06 Vacation. During the Term, the Executive shall be entitled to accrue up to 15 paid vacation days in each full calendar year, which shall be accrued ratably at a rate of 1.25 days per full calendar month. In other respects, the Company’s vacation policies and practices shall apply to vacations. Additionally, the Executive shall be entitled to accrue up to 6 paid personal days in each full calendar year, which shall be accrued ratably at a rate of 0.5 days per full calendar month. The Executive shall also be entitled to all paid holidays given by the Company generally to its executives. Unless otherwise required by law or express, written Company policy, any accrued, unused vacation days remaining at the end of a given calendar year during the Executive’s employment or remaining on the Termination Date (as defined, below) shall be forfeited and the Executive shall not be paid therefore. Notwithstanding the foregoing sentence, the Company may, as determined in its sole discretion, permit the Executive to carry over some, all or none of any accrued unused vacation days from one calendar year into the next calendar year during the Executive’s employment with the Company.

ARTICLE III. **TERMINATION**

Section 3.01 Termination of Employment. During the Term, the Executive’s employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) **Death.** The Executive’s employment hereunder shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3.01(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment hereunder at any time for Cause. "Cause" shall exist with respect to the Executive for purposes of this Agreement if the Executive has:

(i) willfully failed to perform his material duties (other than any such failure resulting from the Executive's incapacity due to physical or mental illness);

(ii) willfully failed to comply with any valid and legal directive of the Board;

(iii) engaged in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or any of its affiliates or any member of the Company Group (as defined below);

(iv) embezzled, misappropriated funds or other assets or committed fraud, whether or not related to the Executive's employment with the Company;

(v) been convicted of or pleaded guilty or *nolo contendere* in respect of any crime that constitutes a felony (or state law equivalent) or any other crime that constitutes a misdemeanor involving theft or dishonesty, or that disqualifies Executive from fully serving in his role under SEC or NASDAQ rules, whether or not related to the Executive's employment with the Company;

(vi) willfully violated a material policy of the Company; and/or

(vii) materially breached any material obligation under this Agreement.

Notwithstanding anything to the contrary contained herein, if the Executive is terminated by the Company for Cause, but an arbitrator or court makes a determination, which determination is not subject to further appeal or after any right to appeal has expired, that adequate

grounds for Cause did not exist, then such termination shall be deemed a termination without Cause for all purposes hereunder.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. A termination without Cause is any termination that does not: (i) constitute a termination by the Company for Cause under Section 3.01(c); (ii) result from the death or disability of the Executive under Sections 3.01(a) or (b); or (iii) result from the Executive's resignation for any reason (including, without limitation, the Executive's resignation with or without Good Reason and any Accelerated Resignation (each, as defined below)).

(e) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time for any reason, including but not limited to with or without Good Reason, subject to applicable notice periods and requirements as set forth herein. "Good Reason" means, for purposes of this Agreement, the occurrence of any one or more of the following events without the Executive's prior written consent: (i) the assignment to the Executive of any duties materially and adversely inconsistent with the Executive's position, duties and responsibilities (including reporting relationships or status with the Company), or a material reduction in the scope of the Executive's duties or responsibilities (including reporting relationships), or in the Executive's position or title; (ii) a material reduction in the Executive's Base Salary and/or Target Bonus, except for across-the-board annual base salary reductions or target bonus reductions for the Company's senior executives; (iii) the Company's requiring the Executive to relocate his principal work location to the Company's principal executive office (except for required travel on business for the Company Group); (iv) in the case of a Change in Control (as defined in the Plan), the failure of the Company to cause a successor entity to assume and agree to perform this Agreement; or (v) any material breach by the Company of any material provision of this Agreement. Notwithstanding the foregoing, the Executive's employment will not be deemed to have resigned for Good Reason unless (A) the Executive provides the Company with written notice setting forth in reasonable detail the facts and circumstances claimed by the Executive to constitute Good Reason within 30 days after the date of the occurrence of any event that the Executive knows or should reasonably have known to constitute Good Reason, (B) the Company fails to cure such acts or omissions within 30 days following its receipt of such notice, and (C) the effective date of the Executive's termination for Good Reason occurs no later than 30 days after the expiration of the Company's cure period.

(f) Notice of Termination. Except for termination as specified in Section 3.01(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Termination Date. "Termination Date" shall mean: (i) if the Executive's employment is terminated on account of his death under Section 3.01(a), the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 3.01(b) or by the Company for Cause under Section 3.01(c), the date on which a Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3.01(d), the date on which a Notice of Termination is given; (iv) if the Executive's

employment is terminated by the Executive under Section 3.01(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (v) if the Executive's employment is terminated by the Executive under Section 3.01(e) with Good Reason, the effective date of such termination as determined under Section 3.01(e) with respect to a termination with Good Reason. Notwithstanding the foregoing, in the event that the Executive resigns for any reason (other than a resignation with Good Reason) and gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Termination Date to any earlier effective date (an "Accelerated Resignation") and such Accelerated Resignation shall not result in or be treated as a termination by the Company as of such earlier effective date for purposes of this Agreement.

Section 3.02 Accrued Obligations. In the event of any termination of the Executive's employment pursuant to Section 3.01 above, the Executive shall be entitled to receive his Accrued Obligations. As used in this Agreement, "Accrued Obligations" shall mean: (i) the Executive's earned but unpaid Base Salary through the Termination Date and accrued but unused vacation if consistent with Company policy; (ii) any unpaid expense or other reimbursements due pursuant to Section 2.04 hereof; and (iii) vested employee benefits in accordance with the terms of the applicable employee benefit plans.

Section 3.03 Compensation in the Event of Termination Without Cause or by the Executive With Good Reason not in Connection with a Change in Control. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3.01(d), or the Executive terminates his employment for Good Reason as provided in Section 3.01(e), then the Company shall pay the Executive his Accrued Obligations. In addition, subject to the Executive signing a general release and waiver of claims in favor of the Company, its subsidiaries and Parent (the "Company Group") and related persons and entities substantially in the form attached hereto as Exhibit A (the "General Release Agreement") and the General Release Agreement becoming irrevocable, all within 60 days after the Termination Date, and further subject to the Executive's compliance with the Restrictive Covenant Agreement (as defined below), the Executive shall be entitled to receive:

(a) A cash amount equal to 12 months of the annual Base Salary as in effect immediately prior to the Termination Date, paid in substantially equal installments as salary continuation for the 12 months immediately following the Termination Date (such 12-month period, the "Severance Period") in accordance with the Company's normal payroll practices, provided that notwithstanding the foregoing, in no event shall any installment of such severance payments be paid prior to the 60th day following the Executive's Termination Date (the "Delayed Start Date") and any such installment that otherwise would have been paid between the Executive's Termination Date and the Delayed Start Date shall instead be paid in a lump sum on the Delayed Start Date (without interest);

(b) Subject to (x) the Executive's timely election of continuation coverage under Code Section 4980B ("COBRA") and (y) the Executive's continued copayment of premiums at the same level and cost to the Executive as if the Executive were an active employee of the Company, payment or reimbursement (as applicable) for the premiums for the Executive's medical, dental and vision insurance coverage under the Company's group health plans, during the Severance Period (or until the date the Executive is eligible for medical, dental and vision benefits by another employer, if earlier), to the same extent that the Company paid for such coverage

immediately prior to the Executive's termination, in a manner intended to avoid any excise tax under Code Section 4980D, subject to the eligibility requirements and other terms and conditions of such insurance coverage;

(c) Outplacement services consistent with those services customarily provided by the Company to its key employees for up to 12 months immediately following the Termination Date or the date on which the Executive obtains other full-time employment, whichever occurs first; and

(d) If the Termination Date occurs prior to April 2, 2027, 25% of the Initial Option Award (as defined below) shall vest immediately upon the Termination Date and remain exercisable for not less than 12 months following the Termination Date and, if the Termination Date occurs on or after April 2, 2027, the unvested portion of the Initial Option Award that would vest in the immediately following 12 months shall vest immediately upon the Termination Date and remain exercisable for not less than 12 months following the Termination Date (or, if earlier, until the maximum expiration date of the Initial Option Award). The "Initial Option Award" means the stock option award, granted to the Executive on April 2, 2026 under the Plan, covering 212,241 shares of Parent's common stock.

(e) For the sake of clarity, the payments and benefits set forth under this Section 3.03 and Section 3.04 below shall be in lieu of, and Executive is not entitled to, any payments or benefits under the Harmony Biosciences, LLC Separation Plan, dated as of June 23, 2020 (the "Company Separation Plan").

Section 3.04 Additional Compensation in the Event of Terminations in Connection with a Change in Control.

(a) Subject to the terms of this Agreement, if during the 12 month period following a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3.01(d), or the Executive terminates the Executive's employment for Good Reason as provided in Section 3.01(e), then, in addition to the benefits provided for in Section 3.03, and subject to the Executive's timely execution and non-revocation of the General Release Agreement and the General Release Agreement becoming irrevocable, all within 60 days after the Termination Date, and further subject to the Executive's compliance with the Restrictive Covenant Agreement: (i) the Executive shall be entitled to receive: (A) any portion of the Executive's Short Term Incentive actually earned with respect to the prior calendar year that remains unpaid on the Termination Date (if any), and (B) the Executive's Target Bonus for the calendar year that includes the Termination Date, pro-rated by multiplying the Target Bonus by a fraction the numerator of which is the number of days elapsed in the calendar year to and including the Termination Date and the denominator of which is 365, both payable in a lump sum within 15 days following the Termination Date; and (ii) the remaining unvested portion of the Initial Option Award shall vest in full upon the Termination Date.

Section 3.05 Resignation from Positions. Upon the termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from each officer or director position held with the Company and its affiliates as of the Termination Date, including any position on the Board, unless otherwise agreed by the Company. In addition, if Executive

ceases to be Chief Executive Officer of the Company for any reason, the Executive shall immediately resign from any position on the Board, if requested to do so by the Company.

ARTICLE IV. **RESTRICTIVE COVENANTS**

Section 4.01 Restrictive Covenant Agreement. As a condition to employment with the Company and the terms and benefits offered in this Agreement, the Executive hereby acknowledges that the Executive previously entered into the Confidentiality and Non-Competition Agreement (the “Restrictive Covenant Agreement”) attached hereto as Exhibit B.

ARTICLE V. **MISCELLANEOUS**

Section 5.01 Withholding. The Company shall withhold all applicable federal, state and local taxes, social security and workers’ compensation contributions and other amounts as may be required by law with respect to compensation payable to the Executive.

Section 5.02 Section 409A.

(a) Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and applied so that the payment of the benefits set forth herein either shall be exempt from the requirements of Section 409A or shall comply with the requirements of such provision. In the event the terms of this Agreement would subject the Executive to taxes or penalties under Section 409A of the Code (“409A Penalties”), the Company and the Executive shall cooperate reasonably to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible, while endeavoring to maintain the intended economic benefits of the Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, if the Executive is a “specified employee” within the meaning of Section 409A, any payments or arrangements due upon a termination of the Executive’s employment under any arrangement that constitutes a “nonqualified deferral of compensation” within the meaning of Section 409A and which do not otherwise qualify under the exemptions under Treas. Regs. Section 1.409A-1 (including without limitation, the short-term deferral exemption or the permitted payments under Treas. Regs. Section 1.409A-1(b)(9)(iii)(A)), shall be delayed and paid or provided, without interest, on the earlier of (i) the date which is six months after the Executive’s “separation from service” (as such term is defined in Section 409A and the regulations and other published guidance thereunder) for any reason other than death, and (ii) the date of the Executive’s death.

(c) “Termination of employment,” “resignation” or words of similar import, as used in this Agreement shall mean, with respect to any payments subject to Section 409A, the Executive’s “separation from service” as defined by Section 409A. After any Termination Date, the Executive shall have no duties or responsibilities that are inconsistent with having a “separation from service” within the meaning of Section 409A and, notwithstanding anything in the Agreement to the contrary, distributions upon termination of employment of nonqualified deferred compensation may only be made upon a “separation from service” as determined under Section 409A and such date shall be the Termination Date for purposes of this Agreement. Each

payment under this Agreement or otherwise shall be treated as a separate payment for purposes of Section 409A. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement which constitutes a “nonqualified deferral of compensation” within the meaning of Section 409A and to the extent an amount is payable within a time period, the time during which such amount is paid shall be in the discretion of the Company.

If any payment subject to Section 409A is contingent on the delivery of a release by the Executive and could occur in either of two years, the payment will occur in the later year.

(d) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the period of time specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

Section 5.03 Merger Clause; Effectiveness. As of the Effective Date, this Agreement (together with exhibits attached hereto) contains the complete, full, final and exclusive understanding between the Executive and the Company as to the subject matter hereof and supersedes and replaces any prior term sheets, understandings or agreements between the Executive and the Company (and its affiliates), including the Prior Agreement. For the avoidance of doubt, prior to the Effective Date, the Executive shall continue to be employed by the Company under the terms and conditions of the Prior Agreement. As of the Effective Date, the Prior Agreement shall terminate and be of no further force or effect.

Section 5.04 Assignment.

(a) This Agreement is personal to the Executive. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party. For purposes of this Section, consent on the part of the Company means the written, signed consent of the Board. Notwithstanding the foregoing, the Company may assign its rights under this Agreement without any such further consent of the Executive to any successor in interest to the Company including in the event that the Company shall effect a reorganization, consolidate with or merge into any other corporation, limited liability company, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, limited liability company, partnership, organization or other entity, in which event all references to the “Company” shall be deemed to mean the assignee or a designated affiliate of the assignee. The Executive hereby consents to such assignment as set forth in the immediately preceding sentence and further acknowledges and agrees that no further consent by the Executive is necessary to make such assignment. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

(b) Notwithstanding the foregoing Section 5.04(a), this Agreement and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the

Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any earned and unpaid amounts would otherwise still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, should there be no such designee, to the Executive's estate.

Section 5.05 Dispute Resolution. Except as provided in the last sentence of this Section, to the fullest extent permitted by law, the Company and the Executive agree to waive their rights to seek remedies in court, including any right to a jury trial. The Company and the Executive agree that any dispute between or among them or their subsidiaries, affiliates or related entities arising out of, relating to or in connection with this Agreement or the Executive's employment with the Company, will be resolved in accordance with a two-step dispute resolution procedure involving: (1) Step One: non-binding mediation, and (2) Step Two: binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et. seq., or state law, whichever is applicable. Any such mediation or arbitration hereunder shall be conducted in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS (f/k/a the Judicial Arbitration and Mediation Service) ("JAMS") pursuant to its then current JAMS Employment Arbitration Rules & Procedures (a copy of which is available through JAMS' website, www.jamsadr.org) (the "JAMS Rules"). Notwithstanding anything to the contrary in the JAMS Rules, the mediation process (Step One) may be ended by either party to the dispute upon notice to the other party that it desires to terminate the mediation and proceed to the Step Two arbitration; provided, however, that neither party may so terminate the mediation process prior to the occurrence of at least one (1) mediation session with the mediator. No arbitration shall be initiated or take place with respect to a given dispute if the parties have successfully achieved a mutually agreed to resolution of the dispute as a result of the Step One mediation. The mediation session(s) and, if necessary, the arbitration hearing shall be held in Chicago, Illinois or any other location mutually agreed to by the parties hereto. The arbitration (if the dispute is not resolved by mediation) will be conducted by a single JAMS arbitrator, mutually selected by the parties, as provided for by the JAMS Rules. If required by law, the Company will be responsible for the JAMS charges, including the costs of the mediator and arbitrator, otherwise the parties will share such charges equally. The Company and the Executive agree that the arbitrator shall apply the substantive law of Delaware to all state law claims and federal law to any federal law claims and that discovery shall be conducted in accordance with the JAMS Rules or as otherwise permitted by law as determined by the arbitrator. The arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The Company and the Executive understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is limited under state and federal law. Any award rendered by the arbitrator will be final and binding, and judgment may be entered on it in any court of competent jurisdiction in Chicago, Illinois at the time the award is rendered or as otherwise provided by law. Nothing contained herein shall restrict either party from seeking temporary injunctive relief in a court of law. Judgment upon any arbitration award may be entered into any court having jurisdiction thereof and the parties consent to the jurisdiction of any court of competent jurisdiction located in the State of Illinois. Each party shall bear its own legal and other fees and expenses in the event of a dispute hereunder.

Section 5.06 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN THE STATE OF DELAWARE. INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT IN ALL RESPECTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.

Section 5.07 Amendment; No Waiver. No provision of this Agreement may be amended, modified, waived or discharged except by a written document signed by the Executive and a duly authorized officer of the Company. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No failure or delay by any party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any other right or power. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party, which are not set forth expressly in this Agreement.

Section 5.08 280G; Limitations on Payments.

(a) Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by the Executive (including any payment or benefit received in connection with a termination of the Executive's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the payments and benefits under Section 3.03 hereof, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, the cash severance payments under this Agreement shall first be reduced, and the noncash severance payments hereunder shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes and employment taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). In all cases, if there are any reductions to the Total Payments under this paragraph, the reduction shall be performed in a manner which results in the greatest after-tax amount being retained by the Executive and in manner which comports with Section 409A.

(b) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (ii) no portion of the Total Payments shall be taken into account which, in the written

opinion of an independent, nationally recognized accounting firm (the “Independent Advisors”) selected by the Company (provided, however, that Independent Advisors may not without the Executive’s written consent be the firm which serves as the auditor for the ultimate parent of the entity acquiring the Company) does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the “base amount” (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

Section 5.09 Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.10 Survival. The rights and obligations of the parties under the provisions of this Agreement that relate to post-termination obligations shall survive and remain binding and enforceable, notwithstanding the expiration of the term of this Agreement, the termination of the Executive’s employment with the Company for any reason or any settlement of the financial rights and obligations arising from the Executive’s employment hereunder, to the extent necessary to preserve the intended benefits of such provisions.

Section 5.11 Notices. All notices and other communications required or permitted by this Agreement will be made in writing and all such notices and communications will be deemed to have been duly given when delivered or (unless otherwise specified) emailed, mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed, if to the Company, at its principal office (to the attention of the Company’s EVP, General Counsel & Corporate Secretary), and if to the Executive, at the Executive’s last address on file with the Company. Either party may change such address from time to time by notice to the other.

Section 5.12 Headings and References. The headings of this Agreement are inserted for convenience only and neither constitute a part of this Agreement nor affect in any way the meaning or interpretation of this Agreement. When a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.

Section 5.13 Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 5.14 Contingencies. This Agreement, and Executive's employment and continued employment, is contingent upon there being no obligations (disclosed or undisclosed) to any third party, including Executive's prior employer, that would prohibit or purport to prohibit Executive from performing any of Executive's duties for the Company, in each case as determined by the Company. If any of the foregoing contingencies is not satisfied, this Agreement shall be null and void, and the Company shall have no further obligations to Executive.

Section 5.15 Legal Fees. The Company shall reimburse the Executive for the Executive's legal fees actually incurred in connection with the drafting, review and negotiation of this Agreement, not to exceed \$5,000, subject to the Executive's delivery to the Company of documentation evidencing such fees and expenses.

[signature page follows]

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

**HARMONY BIOSCIENCES MANAGEMENT,
INC.**

By: /s/ Christian Ulrich
Name: Christian Ulrich
Title: EVP, General Counsel & Corporate Secretary

EXECUTIVE

/s/ Peter Anastasiou
Name: Peter Anastasiou

GENERAL RELEASE AND WAIVER

1. Release. For good and valid consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the “**Releasees**” hereunder, consisting of Harmony Biosciences Holdings, Inc. and Harmony Biosciences Management, Inc. (together, the “**Company**”) and each of its partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “**Claims**”), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees’ right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, Illinois Human Rights Act 775 ILCS 5/1-101 to 5/10-104; Illinois Right to Privacy in the Workplace Act 820 ILCS 55/1 to 55/20; Illinois Union Employee Health and Benefits Protection Act 820 ILCS 60/1 to 60/99; Illinois Employment Contract Act 820 ILCS 15/1 to 15/1.1; Illinois Labor Dispute Act 820 ILCS 5/1 to 5/1.5; Illinois Victims’ Economic Security and Safety Act 820 ILCS 180/1 to 180/999; Illinois Equal Pay Act 820 ILCS 112/1 to 112/90; Illinois Gender Violence Act 740 ILCS 82/1 to 82/98; Illinois Biometric Information Privacy Act 740 ILCS 14/1 to 14/99, and any other foreign, federal, state or local statute, ordinance, executive order, regulation or constitution regarding employment, termination of employment, discrimination, harassment, retaliation, health and safety, privacy, notice, or wage and hour matters.
2. Claims Not Released. Notwithstanding the foregoing, this General Release (this “**Release**”) shall not operate to release any rights or claims of the undersigned (i) to the Company’s obligations to provide payments or benefits under the Amended and Restated Executive Employment Agreement (the “**Employment Agreement**”), by and between the undersigned and the Company, effective as of January 1, 2027, to which this Release is attached (including as set forth in Sections 3.02, 3.03 and 3.04 thereof); (ii) to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company; (iii) to file a claim for unemployment or workers’ compensation benefits; (iv) to engage in any Protected Activities (as defined below) and any right to report allegations of unlawful

conduct, including criminal conduct and unlawful employment practices, to federal, state, or local authorities; (v) to any Claims for indemnification and/or advancement of expenses arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company or for coverage under any applicable contract of directors and officers liability insurance; or (vi) to any Claims which cannot be waived by an employee under applicable law.

3. Unknown Claims.

THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

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

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE UNDERSIGNED MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. Exceptions. Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit the undersigned from (i) filing a charge or complaint with the Equal Employment Opportunity Commission (“**EEOC**”) or any similar state or local government agency or commission; provided, however, the undersigned releases and waives the undersigned’s right to receive damages or other relief in connection with any such matter to the maximum extent permitted by applicable law; (ii) reporting to, communicating with, cooperating with, providing information to, or receiving any monetary reward or bounty from any federal, state or local government agency, including, but not limited to, the EEOC, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice, without notice to the Company; (iii) testifying pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, or making any truthful statements or disclosures required by law, regulation or legal process; (iv) exercising any rights the undersigned may have under Section 7 of the U.S. National Labor Relations Act; and (v) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that the undersigned has reason to believe is unlawful.

Further, the undersigned acknowledges that the Company has provided the undersigned notice of the immunity provisions of the U.S. Defend Trade Secrets Act of 2016, which state as follows: “(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or

to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order.” The activities or rights described in this Section 4 shall be referred to as “***Protected Activities.***”

5. **Representations.** The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys’ fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.
6. **No Action.** The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys’ fees incurred by Releasees in defending or otherwise responding to said suit or Claim.
7. **No Admission.** The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.
8. **OWBPA.** The undersigned, in consideration of the payments provided to the undersigned as described in the Employment Agreement (including as set forth in Sections 3.02, 3.03 and 3.04 thereof), agrees and acknowledges that this Release constitutes a knowing and voluntary waiver and release of all Claims the undersigned has or may have against the Company and/or any of the Releasees as set forth herein, including, but not limited to, all Claims arising under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act. In accordance with the Older Workers Benefit Protection Act, the undersigned is hereby advised as follows:
 - (a) the undersigned has read the terms of this Release, and understands its terms and effects, including the fact that the undersigned agreed to release and forever discharge the Company and each of the Releasees, from any Claims released in this Release;
 - (b) the undersigned understands that, by entering into this Release, the undersigned does not waive any Claims that may arise after the date of the undersigned’s

execution of this Release, including without limitation any rights or claims that the undersigned may have to secure enforcement of the terms and conditions of this Release, nor does the Release prevent the undersigned from challenging the knowing and voluntary waiver of the Release under the Older Workers Benefit Protection Act;

- (c) the undersigned has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which the undersigned acknowledges is adequate and satisfactory to the undersigned and which the undersigned acknowledges is in addition to any other benefits to which the undersigned is otherwise entitled;
- (d) the Company advises the undersigned that the undersigned has a right to and should consult with an attorney prior to executing this Release;
- (e) the undersigned has been given at least 21 days in which to review and consider this Release. To the extent that the undersigned chooses to sign this Release prior to the expiration of such period, the undersigned acknowledges that the undersigned has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that the undersigned does not desire additional time and hereby waives the remainder of the 21-day period; and
- (f) the undersigned may revoke this Release within seven days from the date the undersigned signs this Release and this Release will become effective upon the expiration of that revocation period. If the undersigned revokes this Release during such seven-day period, this Release will be null and void and of no force or effect on either the Company or the undersigned and the undersigned will not be entitled to any of the payments or benefits which are expressly conditioned upon the execution and non-revocation of this Release. Any revocation must be in writing and sent to Harmony Biosciences' EVP, General Counsel & Corporate Secretary, via electronic mail at legal@harmonybiosciences.com, on or before 11:59 p.m. Eastern time on the seventh day after this Release is executed by the undersigned.

9. Governing Law. This Release is deemed made and entered into in the State of Illinois, and in all respects shall be interpreted, enforced and governed under the internal laws of the State of Illinois, to the extent not preempted by federal law.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, ____.

Peter Anastasiou

EXHIBIT B

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

[see attached]
