

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT

Under

The Securities Act of 1933

Leap Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-4412575
(IRS Employer
Identification No.)

**47 Thorndike Street
Suite B1-1
Cambridge, MA 02141
Telephone: (617) 714-0360**
(Address of principal executive offices) (Zip Code)

Leap Therapeutics, Inc. 2016 Equity Incentive Plan
(Full title of the Plan)

Christopher K. Mirabelli, Ph.D.
Chairman, President and Chief Executive Officer
Leap Therapeutics, Inc.
47 Thorndike Street, Suite B1-1
Cambridge, MA 02141
(Name and address of agent for service)
(617) 714-0360
(Telephone number, including area code, of agent for service)

Copy to:

Julio E. Vega, Esq.
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
(617) 951-8000

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="radio"/>	Accelerated filer	<input type="radio"/>
Non-accelerated filer	<input checked="" type="radio"/>	Smaller reporting company	<input checked="" type="radio"/>
		Emerging growth company	<input checked="" type="radio"/>

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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock (par value \$0.001 per share)				
2016 Equity Incentive Plan of Leap Therapeutics, Inc.	3,588,126(3)	\$ 1.395	\$ 5,005,435.77	\$ 606.66

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Common Stock which become issuable under the Leap Therapeutics, Inc. 2016 Equity Incentive Plan (the "2016 EIP") by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of the outstanding shares of the Registrant's Common Stock.
- (2) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee based on the average of the high and low prices of the Registrant's Common Stock as reported on the NASDAQ Global Market on June 10, 2019.
- (3) Represents (A) the aggregate number of shares of Common Stock that were automatically added to the shares authorized for issuance under the 2016 EIP on January 1, 2019 pursuant to an "evergreen" provision contained in the 2016 EIP. Pursuant to such provision, on January 1 of each calendar year, the number of shares authorized for issuance under the 2016 EIP is automatically increased by a number equal to (a) 4% of the outstanding Common Stock of the Registrant as of the end of the immediately preceding calendar year; or (b) such lesser number of shares of Common Stock as is determined by the Registrant's compensation committee of the applicable year and (B) an additional 3,000,000 shares of Common Stock that were added to the shares authorized for issuance under the 2016 EIP pursuant to the First Amendment to the 2016 EIP. The Registrant previously registered shares of its Common Stock for issuance under the 2016 EIP under a Registration Statement on Form S-8 filed with the Securities and Exchange Commission (the "Commission") on January 27, 2017 (File No. 333-215787).

INCORPORATION OF DOCUMENTS BY REFERENCE

This Registration Statement is being filed for the purpose of increasing the number of securities of the same class as other securities for which a Registration Statement of the Registrant on Form S-8 relating to the same employee benefit plan is effective. The Registrant previously registered shares of its Common Stock for issuance under the 2016 EIP under a Registration Statement on Form S-8 filed with the Securities and Exchange Commission (the "Commission") on January 27, 2017 (File No. 333-215787). Pursuant to General Instruction E to Form S-8, this Registration Statement hereby incorporates by reference the contents of the Registration Statement referenced above.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Exhibit</u>
4.1**	<u>Third Amended and Restated Certificate of Incorporation of Leap Therapeutics, Inc. (filed as Exhibit 3.1 to the Registrant's current report on Form 8-K (File No. 001-37990) as filed on January 26, 2017).</u>
4.2**	<u>Amended and Restated By-laws of Leap Therapeutics, Inc. (filed as Exhibit 3.4 to the Registrant's registration statement on Form S-4 (File No. 333-213794) as filed on September 26, 2016 and attached as Annex D to the prospectus which forms part of such registration statement).</u>
4.3**	<u>Form of Common Stock Certificate of the Registrant (filed as Exhibit 4.1 to Amendment No. 2 to the Registrant's registration statement on Form S-4 (File No. 333-213794) as filed on November 16, 2016).</u>
5.1 *	<u>Opinion of Morgan, Lewis & Bockius LLP</u>
10.1*	<u>First Amendment to the 2016 Equity Incentive Plan.</u>
23.1*	<u>Consent of EisnerAmper LLP, Independent Registered Public Accounting Firm.</u>
23.2*	<u>Consent of Morgan, Lewis & Bockius LLP (included in Exhibit 5.1).</u>
24.1*	<u>Powers of Attorney (included on the signature page of this Form S-8).</u>
99.1**	<u>Leap Therapeutics, Inc. 2016 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 of the registration statement on Form S-8 (File No. 333-215787) filed with the Commission on January 27, 2017).</u>
99.2*	<u>2016 Equity Incentive Plan Form of Restricted Stock Unit Agreement.</u>

* Filed herewith.

** Previously filed.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cambridge, Commonwealth of Massachusetts on June 11, 2019.

LEAP THERAPEUTICS, INC.

By: /s/ Christopher Mirabelli
Name: Christopher Mirabelli
Title: President, Chief Executive Officer and Chairman of the Board of Directors

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher Mirabelli and Douglas Onsi, and each of them, as his true and lawful attorney-in-fact and agent with full power of substitution, for him in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Christopher Mirabelli</u> Christopher Mirabelli	President, Chief Executive Officer and Director (Principal Executive Officer)	June 11, 2019
<u>/s/ Douglas Onsi</u> Douglas Onsi	Chief Financial Officer, General Counsel, Treasurer and Secretary (Principal Financial and Accounting Officer)	June 11, 2019
<u>/s/ James Cavanaugh</u> James Cavanaugh	Director	June 11, 2019
<u>/s/ John Littlechild</u> John Littlechild	Director	June 11, 2019
<u>/s/ Thomas Dietz</u> Thomas Dietz	Director	June 11, 2019
<u>/s/ William Li</u> William Li	Director	June 11, 2019
<u>/s/ Nissim Mashiach</u> Nissim Mashiach	Director	June 11, 2019

/s/ Joseph Loscalzo
Joseph Loscalzo

Director

June 11, 2019

/s/ Monica Bertagnolli
Monica Bertagnolli

Director

June 11, 2019

June 11, 2019

Leap Therapeutics, Inc.
47 Thorndike Street, Suite B1-1
Cambridge, MA 02141

Re: Registration Statement on Form S-8; 3,588,126 shares of Common Stock of Leap Therapeutics, Inc., par value \$0.001 per share

Ladies and Gentlemen:

We have acted as counsel to Leap Therapeutics, Inc., a Delaware corporation (the "Company"), in connection with the registration by the Company of 3,588,126 shares of common stock of the Company, par value \$0.001 per share (the "Shares"), issuable under the Company's 2016 Equity Incentive Plan (the "2016 Plan").

The Shares are included in a registration statement on Form S-8 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission (the "Commission") on June 11, 2019 (the "Registration Statement"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the related prospectuses, other than as expressly stated herein with respect to the issuance of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware (the "DGCL"), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares have been issued and delivered by the Company against payment therefor in the circumstances contemplated by the 2016 Plan, assuming in each case that the individual issuances, grants or awards under the 2016 Plan are duly authorized by all necessary corporate action and duly issued, granted or awarded and exercised in accordance with the requirements of law and the 2016 Plan (and the agreements and awards duly adopted thereunder and in accordance therewith), the issue and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the DGCL.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ MORGAN LEWIS & BOCKIUS LLP

LEAP THERAPEUTICS, INC.

FIRST AMENDMENT
TO THE
2016 EQUITY INCENTIVE PLAN

This FIRST AMENDMENT (this "Amendment") to the Leap Therapeutics, Inc. 2016 Equity Incentive Plan (the "Plan"), of Leap Therapeutics, Inc. (the "Company"), was adopted by the Board of Directors (the "Board") by unanimous written consent in lieu of a special meeting on April 29, 2019, subject to the approval of the Company's stockholders.

WHEREAS, the Company maintains the Plan to provide incentives that will attract, retain and motivate highly competent officers, directors, employees, consultants and advisors to promote the success of the Company's business and align employees' interests with stockholders' interests; and

WHEREAS, pursuant to Section 16 of the Plan, the Board may make such modifications of the Plan as it should deem advisable, provided that no increase in the number of shares of stock which may be issued under the Plan may be made without stockholder approval; and

WHEREAS, the Board has determined that it is advisable and in the best interests of the Company and its stockholders to amend the Plan to increase the available shares thereunder by 3,000,000, subject to stockholder approval of this Amendment.

1. Section 4.1(a) of the Plan hereby is amended and restated in its entirety, effective as of the date on which the stockholders of the Company approve this Amendment, as follows:

(a) Limitation. Subject to the provisions set forth below in this Section 4.1, the maximum aggregate number of shares of Stock that may be subject to Awards granted under the 2016 Plan on or after June 11, 2019 shall be 3,666,903 shares of Stock, which is the sum of the following: (i) 3,000,000 shares, plus (ii) 666,903 shares, which is the number of shares of Stock that remained available for Awards under the Plan as of April 26, 2019. The number of shares under subsection (ii) above shall be reduced by the number of shares subject to Awards granted under the 2016 Plan after April 26, 2019 and before June 11, 2019, if any. In addition, the number of shares of Stock subject to outstanding Awards granted under the 2016 Plan prior to April 26, 2019 that terminate, expire or are canceled or forfeited, without having been exercised, vested, or otherwise paid in full after April 26, 2019 (not exceeding 1,310,612 shares, subject to adjustment as described below) may be delivered in satisfaction of Awards granted under the 2016 Plan on or after June 11, 2019. The number of shares of Stock authorized under the foregoing provisions of this Section 4.1(a) of the Plan will be increased each January 1 by an amount equal to four percent (4%) of outstanding Stock as of the end of the immediately preceding calendar year; provided, however, that the Committee may act to provide that there will be no such January 1 increase in the number of shares of Stock authorized under this Section 4.1(a) of the Plan for a given year or that the increase in the number of shares of Stock authorized under this Section 4.1(a) of the Plan for a given year will be a lesser number than would otherwise occur pursuant to the foregoing provisions of this sentence. All shares of Stock shall available for issuance under the Plan shall be available for issuance pursuant to Incentive Options; provided, however, that in no event shall the number of shares of Stock issued pursuant to or subject to outstanding Incentive Options exceed 9,573,440

shares of Stock, even if the maximum number of shares of Stock that may be issued and that are available for issuance pursuant to outstanding Awards granted under the Plan is greater than 9,573,440 pursuant to, and in accordance with, the foregoing provisions of this Section 4.1(a).

2. Except to the extent amended hereby, all of the terms, provisions and conditions set forth in the Plan are hereby ratified and confirmed and shall remain in full force and effect. The Plan and this Amendment shall be read and construed together as a single instrument.

IN WITNESS WHEREOF, the Company has caused this First Amendment to the Plan to be executed by its duly authorized representative on this April 29, 2019.

[End of Document]

LEAP THERAPEUTICS, INC.

By: /s/ Douglas E. Onsi

Name: Douglas E. Onsi

Title: Chief Financial Officer, General Counsel, Treasurer and Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Leap Therapeutics, Inc. on Form S-8 to be filed on or about June 11, 2019 of our report dated April 1, 2019, on our audits of the consolidated financial statements as of December 31, 2018 and 2017 and for each of the years then ended, which report was included in the Annual Report on Form 10-K filed April 1, 2019.

/s/ EisnerAmper LLP

EISNERAMPER LLP
Philadelphia, Pennsylvania
June 11, 2019

**LEAP THERAPEUTICS, INC. 2016 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT**

This RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), dated as of [·] (the "Date of Grant"), is delivered by Leap Therapeutics, Inc. (the "Company") to [·] (the "Participant").

RECITALS

The Leap Therapeutics, Inc. 2016 Equity Incentive Plan (the "Plan") provides for the grant of Restricted Stock Units in accordance with the terms and conditions of the Plan. The Committee has decided to make this grant of Restricted Stock Units as an inducement for the Participant to promote the best interests of the Company and its stockholders. This Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement and in the Plan, the Company hereby grants the Participant [·] Restricted Stock Units, subject to the restrictions set forth below and in the Plan (the "Stock Units"). Each Stock Unit represents the right of the Participant to receive a share of common stock of the Company ("Stock"), an amount of cash based on the value of a share of Stock, or any combination of the foregoing, as determined by the Committee, if and when the specified conditions are met in Section 3 below, and on the applicable settlement date set forth in Section 5 below.
 2. No Rights Prior to Settlement. Stock Units represent hypothetical shares of Stock, and not actual shares of Stock. No shares of Stock shall be issued to the Participant at the time the grant of the Stock Units is made, and the Participant shall not be, and shall not have any of the rights or privileges of, a stockholder of the Company with respect to any Stock Units. The Participant shall not have any interest in any fund or specific assets of the Company by reason of this award.
 3. Vesting.
 - (a) As of the date of this Agreement, all of the Stock Units shall be unvested and subject to a Risk of Forfeiture pursuant to Section 4 below.
 - (b) Subject to the terms of this Section 3, the Stock Units shall vest ratably on each of the first four [annual/quarterly] anniversaries of the Date of Grant, provided that the Participant continues to be employed by, or provide service to, the Company or one of its Affiliates from the Date of Grant until any such applicable vesting date. For purposes of this Agreement, the term "Vesting Date" shall mean a date on which any or all of the Stock Units vest in accordance with the provisions of this Section 3.
 - (c) The vesting of the Stock Units shall be cumulative, but shall not exceed 100% of the Stock Units. If the foregoing schedule would produce fractional Stock Units, the number of Stock Units that vest shall be rounded down to the nearest whole Stock Unit and the fractional
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Stock Units will be accumulated so that the resulting whole Stock Units will be included in the number of Stock Units that become vested on the last Vesting Date.

(d) Except as otherwise provided in a written employment agreement or severance agreement entered into by and between the Participant and the Company or an Affiliate thereof, in the event of a Change of Control or a Transaction before all of the Stock Units vest in accordance with Section 3(a) above, the applicable provisions of the Plan shall apply to the Stock Units, and the Committee may take such actions as it deems appropriate pursuant to the Plan.

(e) Those Stock Units that vest pursuant to this Section 3 or pursuant to any action taken by the Committee pursuant to the Plan shall become free from the Risk of Forfeiture pursuant to Section 4 below.

4. Termination of Stock Units. If the Participant ceases to be employed by, or provide service to, the Company and its Affiliates for any reason before all of the Stock Units vest, any unvested Stock Units shall automatically terminate and shall be forfeited as of the date of the Participant's termination of employment or service. No settlement or payment shall be made with respect to any unvested Stock Units that terminate as described in this Section 4.

5. Settlement of Stock Units and Tax Withholding.

(a) If a Stock Unit vests in accordance with the provisions of Section 3 above, then, subject to the provisions of this Section 5(a) and Sections 5(b), 5(c) and 12 below, the Company shall issue to the Participant one share of Stock for such vested Stock Unit, or an amount of cash based on the value of a share of Stock for each vested Stock Unit, or a combination of the foregoing, as determined by the Committee, subject to applicable tax withholding obligations, as soon as reasonably practicable after the Vesting Date applicable to such vested Stock Unit; provided, however, that the Company shall not be required to issue to Participant any share of Stock or pay any amount of cash pursuant to the foregoing provisions of this Section 5(a) with respect to any vested Stock Unit (or otherwise settle any such vested Stock Unit in shares of Stock or in cash) on any date that the Committee, in its sole discretion, determines Participant is subject to any limitation or restriction (including, without limitation, (1) any limitation or restriction under the Company's insider trading policy as then in effect and (2) any limitation or restriction imposed by securities laws or other laws such as Rule 144 promulgated under the Securities Act of 1933, as amended, and Section 16(b) of the Securities Exchange Act of 1934, as amended) that does not permit Participant to offer to sell or sell on the public market on such date all of the shares of Stock that otherwise would be issued to Participant on such date pursuant to this Section 5(a) in settlement of such vested Stock Unit. Notwithstanding anything express or implied in the foregoing provisions of this Section 5(a) to the contrary, in no event shall settlement of a vested Stock Unit occur later than the fifteenth day of the third calendar month following the calendar year in which the Vesting Date applicable to such vested Stock Unit occurs, and in no event shall Participant be permitted, directly or indirectly, to designate the calendar year of payment.

(b) All obligations of the Company under this Agreement shall be subject to the right of the Company as set forth in the Plan to require the Participant to remit to the Company an

amount sufficient to satisfy federal, state, local, foreign or other withholding tax requirements if, when, and to the extent required by law prior to the issuance of shares of Stock or payment in cash. The obligations of the Company under this Agreement shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant or to utilize any other withholding method prescribed by the Committee from time to time. However, the Participant may elect, subject to the approval of the Committee, acting in its sole discretion, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold shares of Stock to satisfy the Participant's tax obligations. Any such election shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee deems appropriate. If shares of Stock are withheld to satisfy an applicable withholding requirement, the shares of Stock withheld shall have a Market Value on the date the tax is to be determined equal to the minimum statutory total tax that could be imposed on the transaction unless the Committee determines otherwise.

(c) The obligation of the Company to deliver Stock shall also be subject to the condition that if at any time the Board shall determine in its discretion that the listing, registration or qualification of any shares of Stock upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issuance of such shares, such shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. The issuance of shares of Stock, if any, to the Participant pursuant to this Agreement is subject to any applicable taxes and other laws or regulations of the United States or of any state, municipality or other country having jurisdiction thereof.

6. No Stockholder Rights. Neither the Participant, nor any person entitled to receive Stock Units in the event of the Participant's death, shall have any of the rights and privileges of a stockholder with respect to shares of Stock, including voting or dividend rights, until such shares of Stock have been issued upon settlement of Stock Units. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to Stock Units.

7. Grant Subject to Plan Provisions. This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and settlement of the Stock Units are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the shares of Stock, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Stock Units pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

8. No Employment or Other Rights. The grant of the Stock Units shall not confer upon the Participant any right to be retained by or in the employ or service of the Company or any Affiliate and shall not interfere in any way with the right of the Company or any Affiliate to terminate the

Participant's employment or service at any time. The right of the Company and any Affiliate to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

9. Assignment and Transfers. The Stock Units are not transferable, and shall not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. All of the Participant's rights in the Stock Units may be exercised during the life of the Participant only by the Participant or the Participant's legal representative. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to its Affiliates. This Agreement may be assigned by the Company without the Participant's consent.

10. Governing Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of laws provisions thereof.

11. Notice. Any notice to the Company provided for in this instrument shall be addressed to the Company in care of its Chief Financial Officer at the Company's principal place of business, and any notice to the Participant shall be addressed to such Participant at his or her residence address last filed with the Company. Any notice shall be delivered in accordance with Section 17 of the Plan.

12. Application of Section 409A of the Code. This Agreement is intended to be exempt from or otherwise comply with the provisions of Section 409A of the Code. Notwithstanding the foregoing, if any Stock Units constitute "deferred compensation" under Section 409A of the Code and such Stock Units become vested upon the Participant's termination of employment, settlement of such vested Stock Units shall be delayed for a period of six months after the Participant's termination of employment if the Participant is a "specified employee" as defined under Section 409A of the Code and if required pursuant to Section 409A of the Code. If settlement of any Stock Units is delayed in accordance with the foregoing provisions of this Section 12, such Stock Units shall be settled and paid within thirty (30) days after the date that is six (6) months following the Participant's termination of employment. To the extent subject to Section 409A of the Code, settlement of the Stock Units may only be made in a manner and upon an event permitted by Section 409A of the Code, and each settlement of the Stock Units shall be treated as a separate payment, and the right to a series of installment payments under the Stock Units shall be treated as a right to a series of separate payments. In no event shall the Participant, directly or indirectly, designate the calendar year of payment. The Company may change or modify the terms of this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder. Notwithstanding the previous sentence, the Company may also amend the Plan or this Agreement or revoke the Stock Units to the extent permitted by the Plan.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Agreement, and the Participant has executed this Agreement, effective as of the Date of Grant.

LEAP THERAPEUTICS, INC.

Name:

Title:

I hereby accept the award of Stock Units described in this Agreement, and I agree to be bound by the terms of the Plan and this Agreement. I hereby agree that all decisions and determinations of the Committee with respect to the Stock Units shall be final and binding.

Date

Participant