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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 12, 2019

G1 THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38096
(Commission
File Number)

26-3648180
(IRS Employer
Identification No.)

79 T.W. Alexander Drive
4501 Research Commons, Suite 100
Research Triangle Park, NC
(Address of principal executive offices)

27709
(zip code)

Registrant's telephone number, including area code: (919) 213-9835

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

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

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

(Title of each class)	(Trading Symbol)	(Name of each exchange on which registered)
Common stock, \$0.0001 par value	GTHX	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging Growth Company

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

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

Chairperson Transition

On June 12, 2019, immediately after the annual meeting of our stockholders, Dr. Seth Rudnick completed his service as Chairperson of our Board of Directors, although he will continue to serve as a director, as he was re-elected. The Board of Directors thanked Dr. Rudnick for his leadership and recognizes his significant medical and scientific contributions to the Company. As previously announced, Mr. Garry A. Nicholson will now serve as Chairperson of the Board of Directors. The Board of Directors believes Mr. Nicholson's experiences, including global commercialization, business development and corporate strategy, will be critical in leading the Company's next phase of growth.

The Company issued a press release concerning the Chairperson transition, which is attached hereto as Exhibit 99.1 and is incorporated by reference in its entirety into this Item 5.02.

Amended and Restated Non-Employee Director Compensation Policy

On June 12, 2019, upon the recommendation of the Compensation Committee, the Board of Directors amended and restated the policy with respect to the compensation payable to our non-employee directors. Under this policy, each non-employee director is eligible to receive compensation for his or her service consisting of a \$40,000 annual cash retainer and equity awards. In addition to the annual cash retainer, under the revised program, non-employee directors receive additional payments for service as the Board Chairperson, Committee Chair, or a committee member of the Board of Directors in the following amounts:

Position	Retainer
Board Chairperson	\$30,000
Audit Committee Chair	20,000
Compensation Committee Chair	15,000
Nominating and Governance Committee Chair	10,000
Audit Committee Member	10,000
Compensation Committee Member	7,500
Nominating and Governance Committee Member	5,000

Equity awards for non-employee directors consist of (i) an initial equity award consisting of options to purchase 40,000 shares of our common stock upon first appointment to our Board of Directors, which vest monthly over a period of three years, subject to the non-employee director's continued service on the Board of Directors, (ii) annual equity awards consisting of options to purchase 20,000 shares of our common stock vesting 12 months after the grant date, subject to the non-employee director's continued service on the Board of Directors, and (iii) an initial equity award consisting of options to purchase 100,000 shares of our common stock upon first appointment to service as Chairperson of our Board of Directors, which vest monthly over a period of three years, subject to the Chairperson's continued service on the Board of Directors. All equity awards issued beginning June 12, 2019 will vest 100% upon a change-in-control of the Company. The annual equity awards to directors are awarded on the day of the annual stockholders meeting, which was June 12, 2019.

Directors may be reimbursed for travel, food, lodging and other expenses directly related to their service as directors. Directors are also entitled to the protection provided by their indemnification agreements and the indemnification provisions in our certificate of incorporation and Bylaws.

The foregoing description of the terms of the Amended and Restated Non-Employee Director Compensation Policy does not purport to be a complete description and is qualified in its entirety by reference to the policy, which is attached hereto as Exhibit 10.1 and is incorporated by reference in its entirety into this Item 5.02.

Employment Agreement Amendments

On June 12, 2019, the Company entered into amendments to the employment agreements with Rajesh K. Malik, M.D., the Company's Chief Medical Officer and Senior Vice President Research and Development, and Terry Murdock, the Company's Chief Operating Officer. The amendments extended the severance amounts payable in the event of a termination without cause or other events to equal such employee's then-current base salary for a period of twelve (12) months. This change makes their severance terms consistent with those of the other members of the Company's executive team. No other terms of the employment agreements were changed.

The foregoing description of the terms of the amendments do not purport to be a complete description and are qualified in their entirety by reference to the amendments, which are attached hereto as Exhibit 10.2 and 10.3 and are incorporated by reference in their entirety into this Item 5.02.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On June 12, 2019, the Company held its 2019 annual meeting of stockholders. At the meeting, the stockholders: (1) re-elected each of Seth A. Rudnick, M.D., Fredric N. Eshelman, Pharm.D., and Sir Andrew Witty to the Company's Board of Directors, each as a Class II director for a term of three years to serve until the 2022 annual meeting of stockholders or until his successor is elected and qualified or until his earlier death, resignation or removal (the "Election of Directors"); (2) approved, on a non-binding basis, compensation awarded or paid to the Company's named executive officers for the fiscal year of 2018 (the "Advisory Vote on the Compensation of Our Named Executive Officers"); (3) approved, on a non-binding basis, each year to be the frequency of future advisory votes on the compensation paid to the Company's named executive officers (the "Advisory Vote on the Frequency of Future Advisory Votes on the Compensation Paid to Named Executive Officers"); and (4) ratified the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2019 (the "Ratification of Selection of Independent Registered Public Accounting Firm"). A more complete description of these matters is set forth in the Company's definitive proxy statement filed with the Securities and Exchange Commission on April 30, 2019.

The number of votes cast in favor or against or withheld by the stockholders and, where applicable, the number of abstentions and the number of broker nonvotes on each of the foregoing matters are set forth below.

1. Election of Directors

Nominee	Shares Voted For	Shares Voted to Withhold Authority	Broker Nonvotes
Seth A. Rudnick, M.D.	24,448,466	3,404,592	2,399,934
Fredric N. Eshelman, Pharm.D.	26,590,155	1,262,903	2,399,934
Sir Andrew Witty	25,699,959	2,153,119	2,399,934

2. Advisory Vote on the Compensation of Our Named Executive Officers

Shares Voted For	Shares Voted Against	Shares Abstaining	Broker Nonvotes
25,786,488	2,061,915	4,655	2,399,934

3. Advisory Vote on the Frequency of Future Advisory Votes on the Compensation Paid to Named Executive Officers

Shares Voted For Every Year	Shares Voted For Every Two Years	Shares Voted For Every Three Years	Shares Abstaining
27,588,252	4,700	258,406	1,700

4. Ratification of Selection of Independent Registered Public Accounting Firm

Shares Voted For	Shares Voted Against	Shares Abstaining
30,208,372	45,303	1,317

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amended and Restated Non-Employee Director Compensation Policy.</u>
10.2	<u>Employment Agreement, by and between the Registrant and Rajesh K. Malik, M.D., dated July 1, 2014, as amended; First Amendment effective May 5, 2017, filed as Exhibit 10.5 to the Registrant's Second Amendment to the Registration Statement on Form S-1 filed on May 8, 2017 (File No. 333-217285) incorporated herein by reference; Second Amendment dated June 12, 2019 and filed herewith.</u>
10.3	<u>Employment Agreement, by and between the Registrant and Terry Murdock, dated as of August 1, 2017, as amended; filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017 filed on November 8, 2017 (File No. 001-38096) incorporated herein by reference; First Amendment dated June 12, 2019 and filed herewith.</u>
99.1	<u>Press Release dated June 13, 2019.</u>

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 thereunto duly authorized.

G1 THERAPEUTICS, INC.

By: /s/ James Stillman Hanson

James Stillman Hanson
General Counsel

Date: June 13, 2019

G1 THERAPEUTICS, INC.

AMENDED AND RESTATED NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

The Board of Directors of G1 Therapeutics, Inc. (the “Company”) has approved the following Amended and Restated Non-Employee Director Compensation Policy (the “Policy”) which establishes compensation to be paid to non-employee directors of the Company, effective as of June 12, 2019 (the “Effective Date”), to provide an inducement to obtain and retain the services of qualified persons to serve as members of the Company’s Board of Directors.

Applicable Persons

This Policy shall apply to each director of the Company who is not an employee of the Company or any Affiliate (each, a “Non-Employee Director”). “Affiliate” shall mean an entity which is a direct or indirect parent or subsidiary of the Company, as determined pursuant to Section 424 of the Internal Revenue Code of 1986, as amended.

Stock Option Grants

All stock option amounts set forth herein shall be subject to automatic adjustment in the event of any stock split or other recapitalization affecting the Company’s common stock.

Annual Stock Option Grants

Annually, each Non-Employee Director shall be granted a non-qualified stock option to purchase 20,000 shares of the Company’s common stock under the Company’s 2017 Employee, Director and Consultant Equity Incentive Plan (the “Stock Plan”) on the date of the first meeting of the Board of Directors held following the Company’s annual meeting of stockholders.

Initial Stock Option Grant for Newly Appointed or Elected Directors

Each new Non-Employee Director shall be granted a non-qualified stock option to purchase 40,000 shares of the Company’s common stock under the Stock Plan at the first regularly scheduled meeting of the Board of Directors on or after his or her initial appointment or election to the Board of Directors.

Initial Stock Option Grant for Newly Appointed or Elected Chairperson

Each new Non-Employee Director who shall serve as Chairperson of the Board of Directors shall be granted a non-qualified stock option to purchase 100,000 shares of the Company’s common stock under the Stock Plan at the first regularly scheduled meeting of the Board of Directors on or after his or her initial appointment as Chairperson of the Board of Directors. This grant is in addition to the Annual Stock Option Grant.

Terms for All Option Grants

Unless otherwise specified by the Board of Directors or the Compensation Committee at the time of grant, all options granted under this Policy shall (i) have an exercise price equal to the fair market value of the Company’s common stock as determined in the Stock Plan on the grant date; (ii) terminate ten years after the grant date; (iii) vest 100% upon the consummation of a change-in-control; and (iv) contain such other terms and conditions as set forth in the form of option agreement approved by the Board of Directors or the Compensation Committee prior to the grant date. Subject to the continued service of each Non-Employee Director and unless otherwise specified by the Board of Directors or the Compensation Committee at the time of grant, each annual stock option grant shall vest on the first anniversary of the date of grant and each initial stock option grant shall vest in equal monthly installments following the date of grant until the third anniversary of the grant date.

Annual Fees

Each Non-Employee Director serving on the Board of Directors and the Audit Committee, Compensation Committee and/or Nominating and Governance Committee, as applicable, shall be entitled to the following annual amounts (the "Annual Fees"):

<u>Board of Directors or Committee of Board of Directors</u>	<u>Annual Retainer Amount for Member</u>	<u>Annual Retainer Amount for Chair (total)</u>
Board of Directors	\$40,000	\$70,000
Audit Committee	\$10,000	\$30,000
Compensation Committee	\$ 7,500	\$22,500
Nominating and Governance Committee	\$ 5,000	\$15,000

Except as otherwise set forth in this Policy, all Annual Fees shall be paid for the period from January 1 through December 31 of each year. Such Annual Fees shall be paid in cash.

Payments

Payments payable to Non-Employee Directors shall be paid quarterly in arrears promptly following the end of each fiscal quarter, provided that (i) the amount of such payment shall be prorated for any portion of such quarter that such director was not serving on the Board of Directors or a committee and (ii) no fee shall be payable in respect of any period prior to the date such director was elected to the Board of Directors or a committee.

Expenses

Upon presentation of documentation of such expenses reasonably satisfactory to the Company, each Non-Employee Director shall be reimbursed for his or her reasonable out-of-pocket business expenses incurred in connection with attending meetings of the Board of Directors and committees thereof or in connection with other business related to the Board of Directors.

Amendments

The Compensation Committee shall periodically review this Policy to assess whether any amendments in the type and amount of compensation provided herein should be made and shall make recommendations to the Board of Directors for its approval of any amendments to this Policy.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is entered into as of June 12, 2019, by and between G1 Therapeutics, Inc., a Delaware corporation (the "Company") and Rajesh Malik (the "Employee").

WITNESSETH:

WHEREAS, Employee and the Company entered into an Employment Agreement effective as of July 1, 2014 (as previously amended, the "Employment Agreement");

WHEREAS, Employee and the Company wish to alter certain terms of the Employment Agreement, particularly with respect to Employee's severance compensation provision; and

WHEREAS, in light of the foregoing, and to make severance consistent among the executive team, Employee and the Company desire to mutually and voluntarily amend the Employment Agreement pursuant to the terms as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows.

1. AMENDMENT TO SECTION 4(b) OF THE EMPLOYMENT AGREEMENT. Section 4(b) of the Employment Agreement is modified by replacing the existing Section 4(b) in its entirety with a new Section 4(b) as follows:

- b) SEPARATION BENEFIT UPON CERTAIN TERMINATIONS. If the Company terminates Employee's employment without Cause (as defined below), or if Employee resigns Employee's employment for Good Reason (as defined below), then conditioned upon Employee executing a Release (as defined below) following such termination, Employee will be entitled to receive an amount equal to payment of Employee's then-current Base Salary for a period of twelve (12) months (the "**Separation Benefit**"). The Separation Benefit is conditioned upon Employee executing a release of claims in a form satisfactory to the Company (the "**Release**") within the time specified therein, which Release is not revoked within any time period allowed for revocation under applicable law. The Separation Benefit will be payable to Employee over time in accordance with the Company's payroll practices and procedures beginning on the sixtieth (60th) day following the termination of Employee's employment with the Company, provided that the Company, in its sole discretion, may begin the payments earlier. For avoidance of doubt, the termination of Employee's employment as a result of Employee's death or disability (meaning the inability of Employee, due to the condition of Employee's physical, mental or emotional health, effectively to perform the essential functions of Employee's job with or without reasonable accommodation for a continuous period of more than 90 days or for 90 days in any period of 180 consecutive days, as determined by the Board in its sole discretion in consultation with a physician retained by the Company) will not constitute a termination without Cause triggering the rights described in this Section 4(b).

2. PROPER AMENDMENT. The parties expressly acknowledge and agree that this Amendment constitutes a proper amendment and modification of the Employment Agreement by written agreement executed by the parties pursuant to Section 11 of the Employment Agreement.

3. REMAINDER OF EMPLOYMENT AGREEMENT. Except as expressly set forth in this Amendment, the provisions of the Employment Agreement remain in full force and effect, in their entirety, in accordance with their terms.

4. MISCELLANEOUS. This Amendment shall be governed, construed, and interpreted in accordance with the laws of the State of North Carolina, without giving effect to conflicts of laws principles. The parties agree that this Amendment may only be modified in a signed writing executed by both parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Amendment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Facsimile or PDF reproductions of original signatures will be deemed binding for the purpose of the execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Employment Agreement to be effective as of the day and year first above written.

Company:

G1 THERAPEUTICS, INC.

By: /s/ Mark A. Velleca
Mark A. Velleca
President and Chief Executive Officer

Employee:

By: /s/ Rajesh Malik
Rajesh Malik

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is entered into as of June 12, 2019, by and between G1 Therapeutics, Inc., a Delaware corporation (the "Company") and Terry Murdock (the "Employee").

WITNESSETH:

WHEREAS, Employee and the Company entered into an Employment Agreement effective as of August 1, 2017, (the "Employment Agreement");

WHEREAS, Employee and the Company wish to alter certain terms of the Employment Agreement, particularly with respect to Employee's severance compensation provision; and

WHEREAS, in light of the foregoing, and to make severance consistent among the executive team, Employee and the Company desire to mutually and voluntarily amend the Employment Agreement pursuant to the terms as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows.

1. AMENDMENT TO SECTION 4(b) OF THE EMPLOYMENT AGREEMENT. Section 4(b) of the Employment Agreement is modified by replacing the existing Section 4(b) in its entirety with a new Section 4(b) as follows:

- b) SEPARATION BENEFIT UPON CERTAIN TERMINATIONS. If the Company terminates Employee's employment without Cause (as defined below), or if Employee resigns Employee's employment for Good Reason (as defined below), then conditioned upon Employee executing a Release (as defined below) following such termination, Employee will be entitled to receive an amount equal to payment of Employee's then-current Base Salary for a period of twelve (12) months (the "**Separation Benefit**"). The Separation Benefit is conditioned upon Employee executing a release of claims in a form satisfactory to the Company (the "**Release**") within the time specified therein, which Release is not revoked within any time period allowed for revocation under applicable law. The Separation Benefit will be payable to Employee over time in accordance with the Company's payroll practices and procedures beginning on the sixtieth (60th) day following the termination of Employee's employment with the Company, provided that the Company, in its sole discretion, may begin the payments earlier. For avoidance of doubt, the termination of Employee's employment as a result of Employee's death or disability (meaning the inability of Employee, due to the condition of Employee's physical, mental or emotional health, effectively to perform the essential functions of Employee's job with or without reasonable accommodation for a continuous period of more than 90 days or for 90 days in any period of 180 consecutive days, as determined by the Board in its sole discretion in consultation with a physician retained by the Company) will not constitute a termination without Cause triggering the rights described in this Section 4(b).

2. PROPER AMENDMENT. The parties expressly acknowledge and agree that this Amendment constitutes a proper amendment and modification of the Employment Agreement by written agreement executed by the parties pursuant to Section 7 of the Employment Agreement.

3. REMAINDER OF EMPLOYMENT AGREEMENT. Except as expressly set forth in this Amendment, the provisions of the Employment Agreement remain in full force and effect, in their entirety, in accordance with their terms.

4. MISCELLANEOUS. This Amendment shall be governed, construed, and interpreted in accordance with the laws of the State of North Carolina, without giving effect to conflicts of laws principles. The parties agree that this Amendment may only be modified in a signed writing executed by both parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Amendment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Facsimile or PDF reproductions of original signatures will be deemed binding for the purpose of the execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement to be effective as of the day and year first above written.

Company:

G1 THERAPEUTICS, INC.

By: /s/ Mark A. Velleca
Mark A. Velleca
President and Chief Executive Officer

Employee:

By: /s/ Terry Murdock
Terry Murdock



G1 Therapeutics Announces Updates to Board of Directors

*- Garry Nicholson to serve as new board chair -
- Sir Andrew Witty, Fredric Eshelman, Pharm.D. and prior chair Seth Rudnick, M.D. re-elected -*

RESEARCH TRIANGLE PARK, N.C., June 13, 2019 – G1 Therapeutics, Inc. (Nasdaq: GTHX), a clinical-stage oncology company, today announced that current board member Garry Nicholson has been named as board chair, succeeding former chair Seth Rudnick, M.D. Dr. Rudnick, Sir Andrew Witty and Fredric Eshelman, Pharm.D. have been re-elected to the Company's Board of Directors.

“As the company's clinical programs advance toward global regulatory submissions, Garry's extensive experience and strategic approach to drug commercialization and value-creating partnerships make him an ideal board chair,” said Dr. Rudnick. “I look forward to continuing to serve on the board and working with Garry and the leadership team to deliver innovative therapies that have the potential to benefit people with the most common forms of cancer.”

Mr. Nicholson has served on the G1 board of directors since 2018. He led the global oncology franchise at Pfizer from 2008 through 2015. As President, Pfizer Oncology, Mr. Nicholson's responsibilities included global commercialization and sales, clinical development and regulatory strategy, and business development. Under his leadership, the company developed and executed the global regulatory and launch strategy for Ibrance® (palbociclib), the first CDK4/6 inhibitor approved in the U.S. and Europe. During his tenure at Pfizer, Mr. Nicholson served on the board of directors of the Pfizer Foundation and was a member of the company's Portfolio, Strategy and Investment Committee, which set corporate R&D priorities and investment strategy.

Mr. Nicholson noted, “Seth's vision and scientific and clinical expertise were critical in advancing three oncology therapies with the potential to improve outcomes for cancer patients worldwide. I'm excited about the opportunity we have at G1 to fundamentally change how we treat cancer.”

Dr. Rudnick, who served as board chair since 2014, will continue to serve as chair of the Nominating & Governance Committee and as a member of the Compensation Committee. He is also a member of the company's clinical advisory board.

About G1 Therapeutics

G1 Therapeutics, Inc. is a clinical-stage biopharmaceutical company focused on the discovery, development and delivery of innovative therapies that improve the lives of those affected by cancer. The company is advancing three clinical-stage programs. Trilaciclib is a first-in-class myelopreservation agent designed to improve outcomes for chemotherapy patients. Lerociclib is a differentiated oral CDK4/6 inhibitor designed to enable more effective combination treatment strategies. G1T48 is a potential best-in-class oral selective estrogen receptor degrader (SERD) for the treatment of ER+ breast cancer. G1 also has an active discovery program focused on cyclin-dependent kinase targets.

G1 is based in Research Triangle Park, N.C. For additional information, please visit www.g1therapeutics.com and follow us on Twitter @G1Therapeutics.



Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “will,” “expect,” “plan,” “anticipate,” “estimate,” “intend” and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances) are intended to identify forward-looking statements. Forward-looking statements in this news release include, but are not limited to, the therapeutic potential of trilaciclib, lerociclib and GIT48 and the timing for next steps with regard to the trilaciclib marketing applications, and are based on the Company’s expectations and assumptions as of the date of this press release. Each of these forward-looking statements involves risks and uncertainties. Factors that may cause the Company’s actual results to differ from those expressed or implied in the forward-looking statements in this press release are discussed in the Company’s filings with the U.S. Securities and Exchange Commission, including the “Risk Factors” sections contained therein and include, but are not limited to, the Company’s ability to complete clinical trials for, obtain approvals for and commercialize any of its product candidates; the Company’s initial success in ongoing clinical trials may not be indicative of results obtained when these trials are completed or in later stage trials; the inherent uncertainties associated with developing new products or technologies and operating as a development-stage company; the Company’s development of a CDK4/6 inhibitor to reduce chemotherapy-induced myelosuppression is novel, unproven and rapidly evolving and may never lead to a marketable product; and market conditions. Except as required by law, the Company assumes no obligation to update any forward-looking statements contained herein to reflect any change in expectations, even as new information becomes available.

Contact:

Jeff Macdonald
Head of Investor Relations/Public Relations
919-907-1944
jmacdonald@g1therapeutics.com

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