As filed with the Securities and Exchange Commission on January 3, 2023

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Agios Pharmaceuticals, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**26-0662915**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
88 Sidney Street Cambridge, MA	**02139**
(Address of Principal Executive Offices)	**(Zip Code)**

Inducement Stock Option Award (January 2023)
Inducement Restricted Stock Unit Award (January 2023)
Inducement Performance Stock Unit Award (January 2023)
(Full Title of the Plan)

Brian Goff
Chief Executive Officer
Agios Pharmaceuticals, Inc.
88 Sidney Street
Cambridge, MA 02139
(Name and Address of Agent For Service)

(617) 649-8600
(Telephone Number, Including Area Code, of Agent For Service)

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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act").

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The following documents, which are on file with the Commission, are incorporated in this registration statement by reference:

(a) The registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Exchange Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the registrant's latest fiscal year for which such statements have been filed.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above.

(c) The description of the securities contained in the registrant's registration statement on Form 8-A filed under the Exchange Act, as the description therein has been updated and superseded by the description of the registrant's capital stock contained in Exhibit 4.2 to the registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as filed with the Commission on February 24, 2022, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Wilmer Cutler Pickering Hale and Dorr LLP has opined as to the legality of the securities being offered by this registration statement.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware ("DGCL") provides, generally, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (except actions by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. A corporation may similarly indemnify such person for expenses actually and reasonably incurred by such person in connection with the defense or settlement of any action or suit by or in the right of the corporation, *provided* that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in the case of claims, issues and matters as to which such person shall have been adjudged liable to the corporation, *provided* that a court shall have determined, upon application, that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 102(b)(7) of the DGCL provides, generally, that the registrant's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, *provided* that such provision may not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. No such provision may eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision became effective.

The registrant's certificate of incorporation provides that the registrant will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the registrant) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at the registrant's request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the registrant's best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The registrant's certificate of incorporation provides that the registrant will indemnify any Indemnitee who was or is a party or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the registrant to procure a judgment in its favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at its request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the registrant's best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the registrant, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by the registrant against all expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances.

The registrant has entered into indemnification agreements with each of its directors and executive officers. These indemnification agreements may require the registrant, among other things, to indemnify its directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of its directors or officers, or any of its subsidiaries or any other company or enterprise to which the person provides services at its request.

The registrant maintains a general liability insurance policy that covers certain liabilities of directors and officers of the corporation arising out of claims based on acts or omissions in their capacities as directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

Exhibit Number	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File Number	Date of Filing	Exhibit Number	
4.1	Restated Certificate of Incorporation of the Registrant	8-K	001-36014	July 30, 2013	3.1	
4.2	Second Amended and Restated By-Laws of the Registrant	8-K	001-36014	December 19, 2018	3.1	
5.1	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Registrant					X
23.1	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)					X
23.2	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm					X
24.1	Power of attorney (included on the signature pages of this registration statement)					X
99.1	Form of Inducement Stock Option Agreement					X
99.2	Form of Inducement Restricted Stock Unit Agreement					X
99.3+	Form of Inducement Performance Stock Unit Agreement					X
107	Calculation of Filing Fee Tables					X

+ Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

Item 9. Undertakings.

1. *Item 512(a) of Regulation S-K*. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. *Item 512(b) of Regulation S-K*. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. *Item 512(h) of Regulation S-K*. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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 this 3rd day of January, 2023.

AGIOS PHARMACEUTICALS, INC.

By: /s/ Brian Goff
Brian Goff
Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Agios Pharmaceuticals, Inc., hereby severally constitute and appoint Brian Goff and Cecilia Jones, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Agios Pharmaceuticals, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

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.

Signature	Title	Date
/s/ Brian Goff Brian Goff	Chief Executive Officer and Director (Principal executive officer)	January 3, 2023
/s/ Cecilia Jones Cecilia Jones	Chief Financial Officer (Principal financial officer)	January 3, 2023
/s/ T.J. Washburn T.J. Washburn	Vice President, Controller (Principal accounting officer)	January 3, 2023
/s/ Jacqualyn A. Fouse Jacqualyn A. Fouse	Chair of the Board of Directors	January 3, 2023
/s/ Rahul Ballal Rahul Ballal, Ph.D.	Director	January 3, 2023
/s/ Paul J. Clancy Paul J. Clancy	Director	January 3, 2023
/s/ Kaye Foster Kaye Foster	Director	January 3, 2023
/s/ Maykin Ho Maykin Ho, Ph.D.	Director	January 3, 2023
/s/ John M. Maraganore John M. Maraganore, Ph.D.	Director	January 3, 2023
/s/ David Scadden David Scadden, M.D.	Director	January 3, 2023
/s/ David P. Schenkein David P. Schenkein, M.D.	Director	January 3, 2023
/s/ Cynthia Smith Cynthia Smith	Director	January 3, 2023

Exhibit 5.1

WILMERHALE

+1 617 526 6000 (t)
+1 617 526 5000 (f)
wilmerhale.com

January 3, 2023

Agios Pharmaceuticals, Inc.
88 Sidney Street
Cambridge, MA 02139

Re: Registration Statement on Form S-8: Inducement Award Agreements (as defined below)

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to an aggregate of 172,005 shares (the "Shares") of common stock, $0.001 par value per share (the "Common Stock"), of Agios Pharmaceuticals, Inc., a Delaware corporation (the "Company"), consisting of (i) 135,682 shares of Common Stock issuable pursuant to an inducement stock option agreement between the Company and Tsveta Milanova, (ii) 25,426 shares of Common Stock of the Company issuable pursuant to an inducement restricted stock unit agreement between the Company and Ms. Milanova and (iii) 10,897 shares of Common Stock of the Company issuable pursuant to an inducement performance stock unit agreement between the Company and Ms. Milanova, in each case which were entered into in connection with Ms. Milanova's commencement of employment with the Company as the Chief Commercial Officer pursuant to Nasdaq Stock Market Rule 5635(c)(4) (collectively, the "Inducement Award Agreements").

We have examined the Certificate of Incorporation and By-Laws of the Company, each as amended and restated to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Inducement Award Agreements, to register and qualify the Shares for sale under all applicable state securities or "blue sky" laws.

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Inducement Award Agreements, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Wilmer Cutler Pickering Hale and Dorr LLP

WILMER CUTLER PICKERING HALE AND DORR LLP

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Agios Pharmaceuticals, Inc. of our report dated February 24, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Agios Pharmaceuticals, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ PricewaterhouseCoopers LLP
Boston, Massachusetts
January 3, 2023

AGIOS PHARMACEUTICALS, INC.

Inducement Nonstatutory Stock Option Award Agreement

1. Grant of Option.

This agreement (the "Award Agreement") evidences the inducement nonstatutory stock option granted by Agios Pharmaceuticals, Inc., a Delaware corporation (the "Company"), on [___], 2023 (the "Grant Date") to Tsveta Milanova (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein, a total of [___] shares (the "Shares") of common stock, $0.001 par value per share, of the Company ("Common Stock") at a price of $[___] per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on [___], 2033 (the "Final Exercise Date"). The option is to be granted as an inducement material to the Participant's entering into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4), and not pursuant to the Company's 2013 Stock Incentive Plan, or any equity incentive plan of the Company.

It is intended that the option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

This option will become exercisable ("vest") as follows: 25% of the shares shall vest and become exercisable on the first anniversary of the Participant's commencement of employment (the "Effective Date") and the remaining shares will vest and become exercisable monthly thereafter until the fourth anniversary of the Effective Date, subject to the Participant's continued provision of services to the Company on the applicable vesting date, except as otherwise provided in this Award Agreement or an effective written employment, separation, or other agreement between the Participant and the Company.

In the event Participant ceases to perform services to the Company due to a Good Leaver Termination prior to a Change in Control Event (each as defined below), any unvested portion of this option that would have vested during the one-year period following the cessation of services had the Good Leaver Termination not occurred will vest upon such cessation, subject to the Participant's compliance with Section 6 of the Company's Amended and Restated Severance Benefits Plan (the "Severance Benefits Plan"). Any unvested portion of the options that does not vest pursuant to the foregoing sentence shall terminate immediately and automatically effective upon the Good Leaver Termination.

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in this Section 3(a) or indication on such notice of exercise that the Participant wishes to effect a net exercise of this option in accordance with Section 3(a)(4) below. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share. Payment shall be made as follows:

(1) in cash or check, payable to the order of the Company;

(2) by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) to the extent approved by the Board of Directors of the Company (the "Board"), in its sole discretion, by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value (as determined by (or in a manner approved by) the Board (the "Fair Market Value")), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) by delivery of a notice of "net exercise" to the Company, as a result of which the Participant would receive (i) the number of shares underlying the portion of the option being exercised, less (ii) such number of shares as is equal to (A) the aggregate exercise price for the portion of the option being exercised divided by (B) the Fair Market Value on the date of exercise;

(5) to the extent approved by the Board, in its sole discretion, by payment of such other lawful consideration as the Board may determine; or

(6) by any combination of the above permitted forms of payment.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he exercises this option, is, and has been at all times since the Grant Date, an employee or director of, or consultant or advisor to, the Company or any other entity the employees, officers, directors, consultants, or advisors of which are eligible to receive option grants under the Company's 2013 Stock Incentive Plan (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality, and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon written notice to the Participant from the Company describing such violation.

(d) Good Leaver Termination. If, prior to the Final Exercise Date, the Participant ceases to be employed by the Company due to a Good Leaver Termination, and subject to the Participant's compliance with Section 6 of the Severance Benefits Plan, this option shall be exercisable within the period of twelve (12) months following the date of the Good Leaver Termination, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable during such period only to the extent that this option was exercisable by the Participant on the date of the Good Leaver Termination, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment or other relationship with the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment or other relationship. If, prior to the Final Exercise Date, the Participant is given notice by the Company of the termination of his employment or other relationship by the Company for Cause, and the effective date of such employment or other termination is subsequent to the date of the delivery of such notice, the right to exercise this option shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's employment or other relationship shall not be terminated for Cause as provided in such notice or (ii) the effective date of such termination of employment or other relationship (in which case the right to exercise this option shall, pursuant to the preceding sentence, terminate immediately upon the effective date of such termination of employment or other relationship). "Cause" shall have the meaning set forth in the Severance Benefits Plan. The Participant's employment or other relationship shall be considered to have been terminated for "Cause" if the Company determines, within 30 days after the Participant's resignation, that termination for Cause was warranted.

(f) Good Leaver Termination. For purposes of this Award Agreement, "Good Leaver Termination" means termination of Participant's employment with the Company due to death, disability (as defined under Section 409A of the Code), or a Covered Termination (as defined in the Severance Benefits Plan).

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other

compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise of this option or at the same time as payment of the exercise price, unless the Company determines otherwise. If approved by the Board in its sole discretion, the Participant may satisfy such tax obligations in whole or in part by delivery (either by actual delivery or attestation) of shares of Common Stock underlying this option, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board and solely to the extent doing so will not result in adverse financial accounting consequences to the Company, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's maximum statutory withholding obligations (based on maximum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares used to satisfy tax withholding requirements cannot be subject to any forfeiture, unfulfilled vesting or other similar requirements.

5. Transfer Restrictions.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant. Notwithstanding the foregoing, the Board may permit or provide for the gratuitous transfer of the option by the Participant to or for the benefit of any immediate family member, family trust, or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be able to use a Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the sale of the Common Stock subject to the option to such proposed transferee; provided, however, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of this Award Agreement. References herein to "Participant" shall include references to authorized transferees. For the avoidance of doubt, nothing in this Section 5 shall prohibit a transfer of the option to the Company.

6. Adjustments for Changes in Common Stock and Certain Other Events.

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the number and class of securities and exercise price per share of this option shall be equitably adjusted by the Company (or substituted options may be granted, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to this option are

adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then the Participant if he exercises this option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) Reorganization Events.

(1) A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

(2) Consequences of a Reorganization Event.

(A) In connection with a Reorganization Event, the Board may take any one or more of the following actions with respect to this option (or any portion thereof) on such terms as the Board determines (except to the extent specifically provided otherwise in this Award Agreement or another agreement between the Company and the Participant): (i) provide that this option shall be assumed, or a substantially equivalent option shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) provide that this option shall become exercisable, in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to the Participant with respect to this option equal to (A) the number of shares of Common Stock subject to the vested portion of this option (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such Reorganization Event) multiplied by (B) the excess, if any, of (I) the Acquisition Price over (II) the exercise price of this option and any applicable tax withholdings, in exchange for the termination of this option, (iv) provide that, in connection with a liquidation or dissolution of the Company, this option shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof and any applicable tax withholdings) and (v) any combination of the foregoing.

(B) For purposes of Section 6(b)(2)(A)(i), this option shall be considered assumed if, following consummation of the Reorganization Event, this option confers the right to purchase or receive pursuant to the terms of this option, for each share of Common Stock subject to this option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for

each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of this option to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(c) Change in Control Events.

(1) Definition. A "Change in Control Event" shall mean:

(A) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, or the "Exchange Act") (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) 50% or more of either (x) the then-outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (A), the following acquisitions shall not constitute a Change in Control Event: (1) any acquisition directly from the Company or (2) any acquisition by any entity pursuant to a Business Combination (as defined below) which complies with clauses (x) and (y) of subsection (C) of this definition; or

(B) a change in the composition of the Board that results in the Continuing Directors (as defined below) no longer constituting a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (x) who was a member of the Board on the Grant Date of this Award or (y) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (y) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(C) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively, immediately prior to such Business Combination and (y) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(D) the liquidation or dissolution of the Company.

Notwithstanding the foregoing, no event shall constitute a Change in Control Event unless such event also constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

(2) Consequences of a Change in Control Event. Notwithstanding Section 6(b), upon a Change in Control Event (regardless of whether such event is a Reorganization Event), the following provisions apply.

(A) Unless otherwise provided in an effective written employment, separation, or other agreement between the Participant and the Company, if (i) in connection with a Change in Control Event, any unvested option, to the extent outstanding immediately prior to such Change in Control Event, is assumed or continued, or a new award is substituted for such option by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 6(c)(2)(B) below, and (ii) at any time within the eighteen (18)-month period following the Change in Control Event, the

Participant incurs a Good Leaver Termination, the option (or the award substituted for the option), to the extent then outstanding but not then vested, will automatically vest in full at the time of such Good Leaver Termination. If in connection with a Change in Control Event the then unvested option is not assumed or continued, or a new award is not substituted for such option by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 6(c)(2)(B) below, any option, to the extent outstanding immediately prior to such Change in Control Event but not then vested, will automatically vest in full upon the consummation of such Change in Control Event.

(B) For purposes of Section 6(c)(2)(A)(i), this option shall be considered assumed if, following consummation of the Change in Control Event, this option confers the right to purchase or receive pursuant to the terms of this option, for each share of Common Stock subject to this option immediately prior to the consummation of the Change in Control Event, the consideration (whether cash, securities or other property) received as a result of the Change in Control Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Change in Control Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Change in Control Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of this option to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Change in Control Event.

7. Miscellaneous.

(a) No Right To Employment or Other Status. The grant of this option shall not be construed as giving the Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim hereunder except to the extent specifically provided otherwise.

(b) No Rights As Stockholder. Subject to the provisions of this Award Agreement, the Participant shall not have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to this option until becoming the record holder of such shares.

(c) Amendment. The Board may amend, modify or terminate this Award Agreement, including but not limited to, substituting therefor another option of the same or a different type and changing the date of exercise. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under this Award Agreement or (ii) the change is permitted under Section 6 of this Award Agreement. No amendment that would require stockholder approval under the rules of the Nasdaq Stock Market shall be made effective unless and until the Company's stockholders approve such amendment.

(d) Limitation on Repricing. Unless such action is approved by the Company's stockholders, the Company may not (except as provided for under Section 6): (1) amend this option to provide an exercise price per share that is lower than the then-current exercise price per share of the option, (2) cancel this option and grant in substitution therefor a new option covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of this option, (3) cancel in exchange for a cash payment this option if its exercise price per share is above the then-current Fair Market Value or (4) take any other action that constitutes a "repricing" within the meaning of the rules of the Nasdaq Stock Market.

(e) Acceleration. The Board may at any time provide that this option shall become immediately exercisable in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

(f) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to this Award Agreement until (i) all conditions of this Award Agreement have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(g) Administration by Board of Directors. This Award Agreement will be administered by the Board. The Board shall have authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Award Agreement as it shall deem advisable. The Board may construe and interpret the terms of the Award Agreement. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Award Agreement in the manner and to the extent it shall deem expedient and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on the Participant.

(h) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers with respect to this Award Agreement to one or more committees or subcommittees of the Board (a "Committee"). All references in the Award Agreement to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority have been delegated to such Committee.

(i) Limitations on Liability. Notwithstanding any other provisions of this Award Agreement, no individual acting as a director, officer, employee or agent of the Company will be liable to the Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with this Award Agreement, nor will such individual be personally liable with respect to this Award Agreement because of any contract or other

instrument he or she executes in his or her capacity as a director, officer, employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, employee or agent of the Company to whom any duty or power relating to the administration or interpretation of this Award Agreement has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning this Agreement unless arising out of such person's own fraud or bad faith.

(j) Governing Law. The provisions of this Award Agreement made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

AGIOS PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT'S ACCEPTANCE
The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof.

PARTICIPANT:

_____
Address: _____
_____

FORM OF NOTICE OF STOCK OPTION EXERCISE

Date: _____

Agios Pharmaceuticals, Inc.
88 Sidney Street
Cambridge, MA 02139
Attention: Treasurer

Dear Sir or Madam:

I am the holder of a Nonstatutory Stock Option granted to me pursuant to the Inducement Nonstatutory Stock Option Award Agreement on [_____], 2023 for the purchase of [___] shares of common stock, par value $0.001 per share, of the Company ("Common Stock") at a purchase price of $[___] per share.

I hereby exercise my option with respect to [___] shares of Common Stock for which:

(Select as appropriate)

☐ I have enclosed in the amount of

☐ I wish to effect a net exercise in accordance with Section 3(a)(4) of the Inducement Award Agreement, and in connection therewith I understand that I will receive fewer than the number of shares set forth above with respect to which I am exercising my option.

Please register my stock certificate as follows:

Name(s): _____

_____

Address: _____

Tax I.D. #: _____

Very truly yours,

_____

Name: _____

AGIOS PHARMACEUTICALS, INC.

Inducement Restricted Stock Unit Agreement (Time-Vested)

Inducement Grant Pursuant to Nasdaq Stock Market Rule 5635(c)(4)

NOTICE OF GRANT

This Inducement Restricted Stock Unit Agreement (this "Agreement") is made as of the Agreement Date between Agios Pharmaceuticals, Inc. (the "Company"), a Delaware corporation, and the Participant.

I. Agreement Date

Date: [_____] 2023

II. Participant Information

Participant: Tsveta Milanova
Participant Address: [Address on File with Company]

III. Grant Information

Grant Date: [_____], 2023
Number of Restricted Stock Units:

IV. Vesting Table

Vesting Date	Number of Restricted Stock Units that Vest
One third of RSUs vest on each of the first, second, and third anniversaries of the Grant Date i.e., on each of [_____] 2024, 2025 and 2026	

This Agreement includes this Notice of Grant and the following Exhibit, which is expressly incorporated by reference in its entirety herein:

Exhibit A - General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

AGIOS PHARMACEUTICALS, INC.	PARTICIPANT
Name:	Name: Tsveta Milanova
Title:	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Award of Restricted Stock Units.

In connection with the commencement of the Participant's employment with the Company, the Company has granted to the Participant, subject to the terms and conditions set forth in this Agreement an award with respect to the number of restricted stock units (the "RSUs") set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"). Each RSU represents the right to receive one share of common stock, $0.001 par value per share, of the Company (the "Common Stock") upon vesting of the RSUs, subject to the terms and conditions set forth herein.

2. Inducement Grant.

The RSUs were granted to the Participant pursuant to the inducement grant exception under Nasdaq Stock Market Rule 5635(c)(4), and not pursuant to the Company's 2013 Stock Incentive Plan or any equity incentive plan of the Company, as an inducement that is material to the Participant's employment with the Company.

3. Vesting.

The RSUs shall vest in in accordance with the Vesting Table set forth in the Notice of Grant (the "Vesting Table"). Any fractional shares resulting from the application of the percentages in the Vesting Table shall be rounded down to the nearest whole number of RSUs.

Upon the vesting of the RSUs, the Company will deliver to the Participant, for each RSU that becomes vested, one share of Common Stock, subject to the payment of any withholding taxes pursuant to Section 7. The Common Stock will be delivered to the Participant as soon as practicable following each vesting date, but in any event within three (3) business days of such date.

4. Forfeiture of Unvested RSUs Upon Cessation of Service.

(a) Except as otherwise provided in this Agreement or an effective written employment, separation, or other agreement between the Participant and the Company, in the event that the Participant ceases to perform services to the Company, all of the RSUs that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the

Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to the unvested RSUs or any Common Stock that may have been issuable with respect thereto. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

(b) In the event Participant ceases to be employed by the Company due to a Good Leaver Termination prior to a Change in Control Event (each as defined below), any unvested RSUs that would have vested during the one-year period following the cessation of employment had the Good Leaver Termination not occurred shall not be forfeited but instead will vest upon such cessation, subject to the Participant's compliance with Section 6 of the Company's Amended and Restated Severance Benefits Plan (the "Severance Benefits Plan"). Any unvested RSUs that do not vest pursuant to the foregoing sentence shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective upon the Good Leaver Termination.

(c) For purposes of this Agreement, "Good Leaver Termination" means termination of Participant's employment with the Company due to death, disability (as defined in Section 409A of the Internal Revenue Code of 1986, as amended), or a Covered Termination (as defined in the Severance Benefits Plan).

5. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein. The Company shall not be required to treat as the owner of any RSUs or issue any Common Stock to any transferee to whom such RSUs have been transferred in violation of any of the provisions of this Agreement. Notwithstanding the foregoing, the Board may permit or provide for the gratuitous transfer of the RSUs by the Participant to or for the benefit of any immediate family member, family trust, or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be able to use a Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the sale of the Common Stock subject to the RSUs to such proposed transferee; provided, however, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of this Award Agreement. References herein to "Participant" shall include references to authorized transferees. For the avoidance of doubt, nothing in this Section 5 shall prohibit a transfer of the option to the Company.

6. Rights as a Shareholder.

The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the RSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the RSUs.

7. Tax Matters.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of RSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the RSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the RSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code, as amended, is available with respect to RSUs.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. The Participant shall execute the instructions set forth in Exhibit A attached hereto (the "Automatic Sale Instructions") as the means of satisfying such tax obligation. If the Participant does not execute the Automatic Sale Instructions prior to an applicable vesting date, then the Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Adjustments for Changes in Common Stock and Certain Other Events.

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the number and class of securities and the share and per-share provisions of the RSUs shall be equitably adjusted by the Company (or substituted RSUs may be made, if applicable) in the manner determined by the Board.

(b) Reorganization Events.

(i) Definition. A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

(ii) Consequences of a Reorganization Event.

(A) In connection with a Reorganization Event, the Board may take any one or more of the following actions as to the RSUs (or any portion thereof) on such terms as the Board determines (except to the extent specifically provided otherwise in this Agreement or in another agreement between the Company and the Participant): (i) provide that the RSUs shall be assumed, or substantially equivalent RSUs shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) provide that the RSUs shall become realizable, or deliverable, or restrictions applicable to the RSUs shall lapse, in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to the Participant with respect to the RSUs held by the Participant equal to the number of shares of Common Stock subject to the vested portion of the RSUs (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such Reorganization Event) reduced by any applicable tax withholdings, in exchange for the termination of the RSUs, (iv) provide that, in connection with a liquidation or dissolution of the Company, the RSUs shall convert into the right to receive liquidation proceeds (net of any applicable tax withholdings) and (v) any combination of the foregoing.

(B) Notwithstanding the terms of Section 8(b)(ii)(A), in the case of outstanding RSUs that are subject to Section 409A of the Code the Board may only undertake the actions set forth in clauses (ii), (iii) or (iv) of Section 8(b)(ii)(A) if the Reorganization Event constitutes a "change in control event" as defined under Treasury Regulation Section 1.409A-3(i)(5)(i) and such action is permitted or required by Section 409A of the Code; if the Reorganization Event is not a "change in control event" as so defined or such action is not permitted or required by Section 409A of the Code, and the acquiring or succeeding corporation does not assume or substitute the RSUs pursuant to clause (i) of Section 8(b)(ii)(A), then the unvested RSUs shall terminate immediately prior to the consummation of the Reorganization Event without any payment in exchange therefor.

(C) For purposes of Section 8(b)(ii)(A)(i), the RSUs shall be considered assumed if, following consummation of the Reorganization Event, the RSUs confer the right to receive pursuant to the terms of the RSUs, for each share of Common Stock subject to the RSUs immediately prior to the consummation of the Reorganization Event, the consideration

(whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the settlement of the RSUs to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(c) Change in Control Events.

(i) Definition. A "Change in Control Event" shall mean:

(A) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, or the "Exchange Act") (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) 50% or more of either (x) the then-outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (A), the following acquisitions shall not constitute a Change in Control Event: (1) any acquisition directly from the Company or (2) any acquisition by any entity pursuant to a Business Combination (as defined below) which complies with clauses (x) and (y) of subsection (C) of this definition; or

(B) a change in the composition of the Board that results in the Continuing Directors (as defined below) no longer constituting a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (x) who was a member of the Board on the Grant Date of this Award or (y) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of

such nomination or election; provided, however, that there shall be excluded from this clause (y) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(C) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively, immediately prior to such Business Combination and (y) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(D) the liquidation or dissolution of the Company.

Notwithstanding the foregoing, no event shall constitute a Change in Control Event unless such event also constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

(ii) Consequences of a Change in Control Event. Notwithstanding Section 8(b), upon a Change in Control Event (regardless of whether such event is a Reorganization Event), the following provisions apply.

(A) Unless otherwise provided in an effective written employment, separation, or other agreement between the Participant and the Company, if (i) in connection with a Change in Control Event, any unvested RSUs, to the extent outstanding immediately prior to such Change in Control Event, are assumed or continued, or a new award is substituted for such RSUs by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 8(c)(ii)(B) below, and (ii) at any time within the eighteen (18)-month period following the Change in Control Event, the Participant incurs a Good Leaver Termination, the RSUs (or the award substituted for the RSUs), to the extent then outstanding but not then vested, will automatically vest in full at the time of such Good Leaver Termination. If in connection with a Change in Control Event the then unvested RSUs are not assumed, or a new award is not substituted for such RSUs by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 8(c)(ii)(B) below, the RSUs, to the extent outstanding immediately prior to such Change in Control Event but not then vested, will automatically vest in full upon the consummation of such Change in Control Event.

(B) For purposes of Section 8(c)(ii)(A)(i), the RSUs shall be considered assumed if, following consummation of the Change in Control Event, the RSUs confer the right to receive pursuant to the terms of the RSUs, for each share of Common Stock subject to the RSUs immediately prior to the consummation of the Change in Control Event, the consideration (whether cash, securities or other property) received as a result of the Change in Control Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Change in Control Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Change in Control Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the settlement of the RSUs to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Change in Control Event.

9. Miscellaneous.

(a) No Right to Continued Service. The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the RSUs is contingent upon his continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company, except to the extent specifically provided otherwise.

(b) No Rights As Stockholder. Subject to the provisions of this Agreement, the Participant shall have no rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to the RSU until becoming the record holder of such shares.

(c) Amendment. The Board may amend, modify or terminate this Agreement, including but not limited to, substituting therefor another RSU of the same or a different type and changing the date of exercise. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under this Agreement or (ii) the change is permitted under Section 8 of this Agreement. No amendment that would require stockholder approval under the rules of the Nasdaq Stock Market shall be made effective unless and until the Company's stockholders approve such amendment.

(d) Acceleration. The Board may at any time provide that this RSU shall become immediately vested in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

(e) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to this Agreement until (i) all conditions of this Agreement have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(f) Administration by Board of Directors. This Agreement will be administered by the Board. The Board shall have authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Agreement as it shall deem advisable. The Board may construe and interpret the terms of the Agreement. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem expedient and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on the Participant.

(g) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers with respect to this Agreement to one or more committees or subcommittees of the Board (a "Committee"). All references in the Agreement to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority have been delegated to such Committee.

(h) Compliance with Section 409A of the Code. If and to the extent (i) any portion of any payment, compensation or other benefit provided to the Participant pursuant in connection with his employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting this Agreement) agrees that he is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of his "separation from service" (as determined under Section 409A of the Code) (the "New Payment Date"), except as Section 409A of the Code may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits hereunder are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not to satisfy the conditions of that section.

(i) Limitations on Liability. Notwithstanding any other provisions of this Agreement, no individual acting as a director, officer, employee or agent of the Company will be liable to the Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with this Agreement, nor will such individual be personally liable with respect to this Agreement because of any contract or other instrument he or she executes in his or her capacity as a director, officer, employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, employee or agent of the Company to whom any duty or power relating to the administration or interpretation of this Agreement has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning this Agreement unless arising out of such person's own fraud or bad faith.

(j) Participant's Acknowledgements. The Participant acknowledges that he: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(k) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

I hereby acknowledge that I have read this Agreement and understand and agree to comply with the terms and conditions of this Agreement.

PARTICIPANT ACCEPTANCE

Annex A

DURABLE AUTOMATIC SALE INSTRUCTION

This Durable Automatic Sale Instruction is being delivered to Agios Pharmaceuticals, Inc. by the undersigned on the date set forth below.

I hereby acknowledge that Agios has granted, or may in the future from time to time grant, to me performance stock units ("PSUs") and/or restricted stock units ("RSUs").

I acknowledge that upon the vesting dates applicable to any such PSUs or RSUs, I will have compensation income equal to the fair market value of the shares of Agios common stock subject to the PSU or RSU that vest on such date and that Agios is required to withhold income and employment taxes in respect of that compensation income on the applicable vesting date.

I desire to establish a process to satisfy such withholding obligation in respect of all PSUs and RSUs that have been, or may in the future be, granted by Agios to me through an automatic sale of a portion of the shares of Agios common stock that would otherwise be issued to me on each applicable vesting date, such portion to be in an amount sufficient to satisfy such withholding obligation, with the proceeds of such sale delivered to Agios in satisfaction of such withholding obligation.

I understand that Agios has arranged for the administration and execution of equity incentive programs and the sale of securities thereunder pursuant to an Internet-based platform administered by a third party, which is referred to herein as the "Administrator," and the Administrator's designated brokerage partner. Upon any vesting of my PSUs or RSUs from and after the date of this Durable Automatic Sale Instruction, I hereby appoint the Administrator to automatically sell such number of shares of Agios common stock issuable with respect to my PSUs or RSUs that vest as is sufficient to generate net proceeds sufficient to satisfy Agios's minimum statutory withholding obligations with respect to the income recognized by me upon the vesting of the PSUs or RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and Agios shall receive such net proceeds in satisfaction of such tax withholding obligation.

I agree to execute and deliver such further documents, instruments and certificates as may reasonably be required by the Administrator in connection with the sale of the shares pursuant to these automatic sale instructions.

[Signature page to follow]

By signing below, I hereby represent to Agios that, as of the date hereof, I am not aware of any material nonpublic information about Agios or its common stock. I have structured these automatic sale instructions to constitute a "binding contract" relating to the sale of common stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

_____

Print Name: _____

Date: _____

Exhibit 99.3

Certain identified information has been excluded from the exhibit because it is both (i) not material and (ii) is the type of information that the registrant treats as private or confidential. Double asterisks denote omissions.

AGIOS PHARMACEUTICALS, INC.

Inducement Performance Stock Unit Agreement
Inducement Grant Pursuant to Nasdaq Stock Market Rule 5635(c)(4)

NOTICE OF GRANT

This Inducement Performance Stock Unit Agreement (this "Agreement") is made as of the Agreement Date between Agios Pharmaceuticals, Inc. (the "Company"), a Delaware corporation, and the Participant.

I. Agreement Date

Date: [_____], 2023

II. Participant Information

Participant: Tsveta Milanova
Participant Address: [Address on File with Company]

III. Grant Information

Grant Date: [_____], 2023
Number of Performance Stock Units:

IV. Vesting Table

Vesting Date	Number of Performance Stock Units that Vest
Upon achievement of the performance goals set forth on Schedule 1 attached hereto ("Schedule 1").	100%

This Agreement includes this Notice of Grant and the following Exhibit, which is expressly incorporated by reference in its entirety herein:

Exhibit A – General Terms and Conditions

Schedule 1 – Performance Conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

AGIOS PHARMACEUTICALS, INC.

Name: _____

Title: _____

PARTICIPANT

Name: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Award of Performance Stock Units.

In connection with the commencement of the Participant's employment with the Company, the Company has granted to the Participant, subject to the terms and conditions set forth in this Agreement, an award with respect to the number of performance stock units (the "PSUs") set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"). Each PSU represents the right to receive one share of common stock, $0.001 par value per share, of the Company (the "Common Stock") upon vesting of the PSUs, subject to the terms and conditions set forth herein.

2. Inducement Grant.

The PSUs were granted to the Participant pursuant to the inducement grant exception under Nasdaq Stock Market Rule 5635(c)(4), and not pursuant to the Company's 2013 Stock Incentive Plan or any equity incentive plan of the Company, as an inducement that is material to the Participant's employment with the Company.

3. Vesting.

(a) The PSUs shall vest in in accordance with the Vesting Table set forth in the Notice of Grant (the "Vesting Table").

(b) Upon the vesting of the PSUs, the Company will deliver to the Participant, for each PSU that becomes vested, one share of Common Stock, subject to the payment of any withholding taxes pursuant to Section 7. The Common Stock will be delivered to the Participant as soon as practicable following each vesting date, but in any event within 30 days of such date.

4. Forfeiture of Unvested PSUs Upon Cessation of Service.

(a) Except as otherwise provided in this Agreement or an effective written employment, separation, or other agreement between the Participant and the Company, in the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the PSUs that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to the unvested PSUs or any Common Stock that may have been issuable with respect thereto. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

5. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any PSUs, or any interest therein. The Company shall not be required to treat as the owner of any PSUs or issue any Common Stock to any transferee to whom such PSUs have been transferred in violation of any of the provisions of this Agreement. Notwithstanding the foregoing, the Board may permit or provide for the gratuitous transfer of the PSUs by the Participant to or for the benefit of any immediate family member, family trust, or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be able to use a Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the sale of the Common Stock subject to the PSUs to such proposed transferee; provided, however, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of this Award Agreement. References herein to "Participant" shall include references to authorized transferees. For the avoidance of doubt, nothing in this Section 5 shall prohibit a transfer of the option to the Company.

6. Rights as a Shareholder.

The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the PSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the PSUs.

7. Tax Matters.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of PSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the PSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the PSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986, as amended, or the "Code," is available with respect to PSUs.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the PSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock, the Participant shall execute the instructions set forth in Exhibit A attached hereto (the "Durable Automatic Sale Instructions") as the means of satisfying such tax obligation. If the Participant does not execute the Automatic Sale Instructions prior to an applicable vesting date, then the Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Adjustments for Changes in Common Stock and Certain Other Events.

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the number and class of securities and the share and per-share provisions of the PSUs shall be equitably adjusted by the Company (or substituted PSUs may be made, if applicable) in the manner determined by the Board.

(b) Reorganization Events.

(i) Definition. A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

(ii) Consequences of a Reorganization Event.

(A) In connection with a Reorganization Event, the Board may take any one or more of the following actions as to the PSUs (or any portion thereof) on such terms as the Board determines (except to the extent specifically provided otherwise in this Agreement or another agreement between the Company and the Participant): (i) provide that the PSUs shall be assumed, or substantially equivalent PSUs shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) provide that the PSUs shall become realizable, or deliverable, or restrictions applicable to the PSUs shall lapse, in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to the Participant with respect to the PSUs held by the Participant equal to the number of shares of Common Stock subject to the vested portion of the PSUs (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such Reorganization Event) reduced by any applicable tax withholdings, in exchange for the termination of the PSUs, (iv) provide that, in connection with a liquidation or dissolution of the Company, the PSUs shall convert into the right to receive liquidation proceeds (net of any applicable tax withholdings) and (v) any combination of the foregoing.

(B) Notwithstanding the terms of Section 8(b)(ii)(A), in the case of outstanding PSUs that are subject to Section 409A of the Code the Board may only undertake the actions set forth in clauses (ii), (iii) or (iv) of Section 8(b)(ii)(A) if the Reorganization Event constitutes a "change in control event" as defined under Treasury Regulation Section 1.409A-3(i)(5)(i) and such action is permitted or required by Section 409A of the Code; if the Reorganization Event is not a "change in control event" as so defined or such action is not permitted or required by Section 409A of the Code, and the acquiring or succeeding corporation does not assume or substitute the PSUs pursuant to clause (i) of Section 8(b)(ii)(A), then the unvested PSUs shall terminate immediately prior to the consummation of the Reorganization Event without any payment in exchange therefor.

(C) For purposes of Section 8(b)(ii)(A)(i), the PSUs shall be considered assumed if, following consummation of the Reorganization Event, the PSUs confer the right to receive pursuant to the terms of the PSUs, for each share of Common Stock subject to the PSUs immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however,

that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the settlement of the PSUs to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(b) Change in Control Events.

(i) Definition. A "Change in Control Event" shall mean:

(A) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, or the "Exchange Act") (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) 50% or more of either (x) the then-outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (A), the following acquisitions shall not constitute a Change in Control Event: (1) any acquisition directly from the Company or (2) any acquisition by any entity pursuant to a Business Combination (as defined below) which complies with clauses (x) and (y) of subsection (C) of this definition; or

(B) a change in the composition of the Board that results in the Continuing Directors (as defined below) no longer constituting a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (x) who was a member of the Board on the Grant Date of this Award or (y) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (y) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(C) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively, immediately prior to such Business Combination and (y) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(D) the liquidation or dissolution of the Company.

Notwithstanding the foregoing, no event shall constitute a Change in Control Event unless such event also constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

(ii) Consequences of a Change in Control Event. Notwithstanding Section 8(b), upon a Change in Control Event (regardless of whether such event is a Reorganization Event), the following provisions apply.

(A) Unless otherwise provided in an effective written employment, separation, or other agreement between the Participant and the Company, if (i) in connection with a Change in Control Event, any unvested PSUs, to the extent outstanding immediately prior to such Change in Control Event, are assumed or continued, or a new award is substituted for such PSUs by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 8(c)(ii)(B) below, and (ii) at any time within the eighteen (18)-month period following the Change in Control Event, the Participant incurs a termination of Participant's services to the Company due to death, disability, or a Covered Termination (as defined in the Participant's written employment agreement), such termination hereinafter called a "Good Leaver Termination", the PSUs (or the award substituted for the PSUs), to the extent then outstanding but not then vested, will automatically vest in full at the time of such Good Leaver Termination. If in connection with a Change in Control Event the then unvested PSUs are not assumed, or a new award is not substituted for such PSUs by the acquiring or succeeding corporation (or an affiliate thereof) in accordance with the provisions of Section 8(c)(ii)(B) below, the PSUs, to the extent outstanding immediately prior to such Change in Control Event but not then vested, will automatically vest in full upon the consummation of such Change in Control Event.

(B) For purposes of Section 8(c)(ii)(A)(i), the PSUs shall be considered assumed if, following consummation of the Change in Control Event, the PSUs confer the right to receive pursuant to the terms of the PSUs, for each share of Common Stock subject to the PSUs immediately prior to the consummation of the Change in Control Event, the consideration (whether cash, securities or other property) received as a result of the Change in Control Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Change in Control Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Change in Control Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the

consideration to be received upon the settlement of the PSUs to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Change in Control Event.

9. Miscellaneous.

(a) No Right to Continued Service. The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the PSUs is contingent upon his continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company, except to the extent specifically provided otherwise.

(b) No Rights As Stockholder. Subject to the provisions of this Agreement, the Participant shall have no rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to the PSU until becoming the record holder of such shares.

(c) Amendment. The Board may amend, modify or terminate this Agreement, including but not limited to, substituting therefor another PSU of the same or a different type and changing the date of exercise. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under this Agreement or (ii) the change is permitted under Section 8 of this Agreement. No amendment that would require stockholder approval under the rules of the Nasdaq Stock Market shall be made effective unless and until the Company's stockholders approve such amendment.

(d) Acceleration. The Board may at any time provide that this PSU shall become immediately vested in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

(e) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to this Agreement until (i) all conditions of this Agreement have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(f) Administration by Board of Directors. This Agreement will be administered by the Board. The Board shall have authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Agreement as it shall deem advisable. The Board may construe and interpret the terms of the Agreement. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem expedient and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on the Participant.

(g) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers with respect to this Agreement to one or more committees or subcommittees of the Board (a "Committee"). All references in the Agreement to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority have been delegated to such Committee.

(h) Compliance with Section 409A of the Code. If and to the extent (i) any portion of any payment, compensation or other benefit provided to the Participant pursuant in connection with his employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting this Agreement) agrees that he is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of his "separation from service" (as determined under Section 409A of the Code) (the "New Payment Date"), except as Section 409A of the Code may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits hereunder are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not to satisfy the conditions of that section.

(i) Participant's Acknowledgements. The Participant acknowledges that he: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(j) Limitations on Liability. Notwithstanding any other provisions of this Agreement, no individual acting as a director, officer, employee or agent of the Company will be liable to the Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with this Agreement, nor will such individual be personally liable with respect to this Agreement because of any contract or other instrument he or she executes in his or her capacity as a director, officer, employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, employee or agent of the Company to whom any duty or power relating to the administration or interpretation of this Agreement has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning this Agreement unless arising out of such person's own fraud or bad faith.

(k) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

I hereby acknowledge that I have read this Agreement and understand and agree to comply with the terms and conditions of this Agreement.

PARTICIPANT ACCEPTANCE

Annex A

AGIOS PHARMACEUTICALS, INC.
DURABLE AUTOMATIC SALE INSTRUCTION

This Durable Automatic Sale Instruction is being delivered to Agios Pharmaceuticals, Inc. by the undersigned on the date set forth below.

I hereby acknowledge that Agios has granted, or may in the future from time to time grant, to me performance stock units ("PSUs") and/or restricted stock units ("RSUs").

I acknowledge that upon the vesting dates applicable to any such PSUs or RSUs, I will have compensation income equal to the fair market value of the shares of Agios common stock subject to the PSU or RSU that vest on such date and that Agios is required to withhold income and employment taxes in respect of that compensation income on the applicable vesting date.

I desire to establish a process to satisfy such withholding obligation in respect of all PSUs and RSUs that have been, or may in the future be, granted by Agios to me through an automatic sale of a portion of the shares of Agios common stock that would otherwise be issued to me on each applicable vesting date, such portion to be in an amount sufficient to satisfy such withholding obligation, with the proceeds of such sale delivered to Agios in satisfaction of such withholding obligation.

I understand that Agios has arranged for the administration and execution of equity incentive programs and the sale of securities thereunder pursuant to an Internet-based platform administered by a third party, which is referred to herein as the "Administrator," and the Administrator's designated brokerage partner. Upon any vesting of my PSUs or RSUs from and after the date of this Durable Automatic Sale Instruction, I hereby appoint the Administrator to automatically sell such number of shares of Agios common stock issuable with respect to my PSUs or RSUs that vest as is sufficient to generate net proceeds sufficient to satisfy Agios's minimum statutory withholding obligations with respect to the income recognized by me upon the vesting of the PSUs or RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and Agios shall receive such net proceeds in satisfaction of such tax withholding obligation.

I agree to execute and deliver such further documents, instruments and certificates as may reasonably be required by the Administrator in connection with the sale of the shares pursuant to these automatic sale instructions.

By signing below, I hereby represent to Agios that, as of the date hereof, I am not aware of any material nonpublic information about Agios or its common stock. I have structured these automatic sale instructions to constitute a "binding contract" relating to the sale of common stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

_____

Print Name: _____

Company Confidential

Schedule 1

Performance Vesting Criteria for PSUs

The PSUs shall vest as to the number of PSUs corresponding to each Performance Goal, in each case as set forth in the table below, and in each case solely upon certification by the Company's Compensation & People Committee of achievement of the applicable Performance Goal. If the applicable Performance Goal has not been achieved by the applicable Performance Date set forth in the table below, the corresponding number of PSUs shall be forfeited and the Participant will no longer have any rights with respect thereto. The Participant must be employed on the date of certification of the achievement of the applicable Performance Goal by the Compensation & People Committee in order for the corresponding PSUs to vest.

Performance Goal	Weight	Shares	Performance Date
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

Calculation of Filing Fee Tables

Form S-8
(Form Type)

Agios Pharmaceuticals, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1—Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, $0.001 par value per share	Other	135,682 shares (2)	$27.53 (5)	$3,735,325.46 (5)	$110.20 per $1,000,000	$411.64
Equity	Common Stock, $0.001 par value per share	Other	25,426 shares (3)	$26.77 (6)	$680,654.02 (6)	$110.20 per $1,000,000	$75.01
Equity	Common Stock, $0.001 par value per share	Other	10,897 shares (4)	$26.77 (6)	$291,712.69 (6)	$110.20 per $1,000,000	$32.15
Total Offering Amounts					$4,707,692.17		$518.80
Total Fee Offsets							$0
Net Fee Due							$518.80

(1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
(2) Consists of 135,682 shares issuable under an inducement stock option award granted to Tsveta Milanova, the registrant's Chief Commercial Officer, on January 3, 2023, in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to Ms. Milanova's entering into employment with the registrant.
(3) Consists of 25,426 shares issuable under an inducement restricted stock unit award granted to Ms. Milanova, the registrant's Chief Commercial Officer, on January 3, 2023, in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to Ms. Milanova's entering into employment with the registrant.
(4) Consists of 10,897 shares issuable under an inducement performance stock unit award granted to Ms. Milanova, the registrant's Chief Commercial Officer, on January 3, 2023, in accordance with Nasdaq Listing Rule 5635(c)(4), as an inducement material to Ms. Milanova's entering into employment with the registrant.
(5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act of 1933, as amended. The proposed maximum offering price per share and the maximum aggregate offering price are calculated on the basis of the exercise price of the options outstanding under the inducement stock option award.
(6) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended, and based upon the average of the high and low sale prices of the Registrant's Common Stock as reported on the Nasdaq Global Select Market on December 27, 2022.