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

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

Date of Report: November 22, 2022

Commission File Number: 001-39307

Legend Biotech Corporation
(Exact Name of Registrant as Specified in its Charter)

**2101 Cottontail Lane
Somerset, New Jersey 08873
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Legend Biotech USA Inc. Extends Interim Product Supply Agreement with Janssen Pharmaceuticals, Inc.

In connection with the Collaboration and License Agreement dated as of December 21, 2017 among Legend Biotech USA Inc. (“**Legend Biotech USA**”), Legend Biotech Ireland Limited and Janssen Biotech, Inc., Legend Biotech USA and Janssen Pharmaceuticals, Inc. (“**Janssen**”) entered into the Interim Product Supply Agreement dated as of February 28, 2022 (the “**IPSA**”), pursuant to which Legend Biotech USA agreed to supply ciltacabtagene autoleucel (cilta-cel) to Janssen for clinical and commercial use worldwide (excluding Greater China). On October 17, 2022, Legend Biotech USA and Janssen entered into Amendment No. 2 to the IPSA to extend the term of the IPSA until November 16, 2022. On November 16, 2022, Legend Biotech USA and Janssen entered into Amendment No. 3 to the IPSA to further extend the term of the IPSA until March 31, 2023, or such alternative date determined by the joint manufacturing committee, or JMC, that has been established under the Collaboration and License Agreement. We expect that Legend Biotech USA will enter into a Product Supply Agreement with Janssen that will replace the IPSA.

Amendment No. 2 and Amendment No. 3 to the IPSA are attached to this Form 6-K as Exhibits 4.1 and 4.2, respectively, and are incorporated herein by reference.

This Form 6-K, including Exhibits 4.1 and 4.2 hereto, are hereby incorporated by reference into the Registration Statements of Legend Biotech Corporation (the “**Company**”) on Form F-3 (File Nos. 333-257625 and 333-257609) and the Company’s Registration Statement on Form S-8 (File No. 333-239478).

Cautionary Note Regarding Forward-Looking Statements

Statements in this report on Form 6-K about future expectations, plans and prospects, as well as any other statements regarding matters that are not historical facts, constitute “forward-looking statements” within the meaning of The Private Securities Litigation Reform Act of 1995. These statements include, but are not limited to, statements relating to the Company’s strategies and objectives; statements relating to CARVYKTI™, including the Company’s expectations for CARVYKTI™, such as the Company’s manufacturing and commercialization expectations for CARVYKTI™ and the potential effect of treatment with CARVYKTI™; statements about submissions for cilta-cel to, and the progress of such submissions with, the U.S. Food and Drug Administration (FDA), the European Medicines Agency (EMA), the Chinese Center for Drug Evaluation of National Medical Products Administration (CDE) and other regulatory authorities; the anticipated timing of, and ability to progress, clinical trials, including patient enrollment; the submission of Investigational New Drug (IND) applications to, and maintenance of such applications with, regulatory authorities; the ability to generate, analyze and present data from clinical trials; and the potential benefits of the Company’s product candidates. The words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will,” “would” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors. the Company’s expectations could be affected by, among other things, uncertainties involved in the development of new pharmaceutical products; unexpected clinical trial results, including as a result of additional analysis of existing clinical data or unexpected new clinical data; unexpected regulatory actions or delays, including requests for additional safety and/or efficacy data or analysis of data, or government regulation generally; unexpected delays as a result of actions undertaken, or failures to act, by our third party partners; uncertainties arising from challenges to the Company’s patent or other proprietary intellectual property protection, including the uncertainties involved in the U.S. litigation process; competition in general; government, industry, and general public pricing and other political pressures; the duration and severity of the COVID-19 pandemic and governmental and regulatory measures implemented in response to the evolving situation; as well as the other factors discussed in the “Risk Factors” section of the Company’s Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 31, 2022. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this Form 6-K as anticipated, believed, estimated or expected. Any forward-looking statements contained in this Form 6-K speak only as of the date of this Form 6-K. The Company specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

EXHIBIT INDEX

Exhibit Title

10.1 Amendment No. 2 to Interim Supply Agreement, dated as of October 17, 2022

10.2 Amendment No. 3 to Interim Supply Agreement, dated as of November 16, 2022

SIGNATURES

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

LEGEND BIOTECH CORPORATION

Date: November 22, 2022

By: /s/ Ying Huang
Name: Ying Huang, Ph.D.
Title: Chief Executive Officer

AMENDMENT NO. 2 TO INTERIM PRODUCT SUPPLY AGREEMENT

This Amendment No. 2 to the Interim Product Supply Agreement (this “**Amendment**”) is made and effective as of October 17, 2022 (the “**Amendment Effective Date**”), by and among Legend Biotech USA Inc., a Delaware corporation (“**Legend**”), and Janssen Pharmaceuticals, Inc., a Pennsylvania corporation (“**JPI**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, by an agreement dated February 28, 2022, Legend and JPI entered into an Interim Product Supply Agreement (the “**Original Agreement**”), pursuant to which Legend agreed to engage JPI to provide certain manufacturing services for the Product on an interim basis prior to Legend’s lease of the Facility, which was amended by Amendment No. 1 dated July 7, 2022 (labeled as “Amendment No. 1 to Interim Product Supply Agreement”) (collectively, the “**Agreement**”);

WHEREAS, both Legend and JPI find it in their respective interests to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, Legend and JPI agree to amend the Agreement as follows:

1. Definitions. For purposes of this Amendment, the capitalized terms used herein shall have the defined meanings specified in the terms below or elsewhere herein. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning assigned to it in the Agreement, as modified hereby.
2. Section 6. Section 6 (Term) of the Agreement is hereby deleted and replaced with the following:

“This Agreement is effective as of the Agreement Date and will continue in effect until November 16, 2022 (the “**Term**”). In the event the Collaboration Agreement expires or is terminated pursuant to the terms thereof, this Agreement shall automatically terminate.”

3. General. Except as amended hereby, the Agreement shall remain unmodified, and the Agreement as amended hereby is confirmed by the Parties as being in full force and effect. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Amendment may be executed by .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were the original signatures.

[Signature page follows]

IN WITNESS WHEREOF, each Party has caused this Amendment to be duly executed by its authorized representative under seal, in duplicate on the Amendment Effective Date.

LEGEND BIOTECH USA INC.

JANSSEN PHARMACEUTICALS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AMENDMENT NO. 3 TO INTERIM PRODUCT SUPPLY AGREEMENT

This Amendment No. 3 to the Interim Product Supply Agreement (this “**Amendment**”) is made and effective as of November 16, 2022 (the “**Amendment Effective Date**”), by and among Legend Biotech USA Inc., a Delaware corporation (“**Legend**”), and Janssen Pharmaceuticals, Inc., a Pennsylvania corporation (“**JPI**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, by an agreement dated February 28, 2022, Legend and JPI entered into an Interim Product Supply Agreement (the “**Original Agreement**”), pursuant to which Legend agreed to engage JPI to provide certain manufacturing services for the Product on an interim basis prior to Legend’s lease of the Facility, which was amended by Amendment No. 1 dated July 7, 2022 (labeled as “Amendment No. 1 to Interim Product Supply Agreement”) and Amendment No. 2 dated October 17, 2022 (labeled as “Amendment No. 2 to Interim Product Supply Agreement”) (collectively, the “**Agreement**”);

WHEREAS, both Legend and JPI find it in their respective interests to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, Legend and JPI agree to amend the Agreement as follows:

1. **Definitions.** For purposes of this Amendment, the capitalized terms used herein shall have the defined meanings specified in the terms below or elsewhere herein. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning assigned to it in the Agreement, as modified hereby.
2. **Section 6.** Section 6 (Term) of the Agreement is hereby deleted and replaced with the following:

“This Agreement is effective as of the Agreement Date and will continue in effect until March 31, 2023, or such alternate date determined by the JMC (the “**Term**”). In the event the Collaboration Agreement expires or is terminated pursuant to the terms thereof, this Agreement shall automatically terminate.”

3. **General.** Except as amended hereby, the Agreement shall remain unmodified, and the Agreement as amended hereby is confirmed by the Parties as being in full force and effect. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Amendment may be executed by .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were the original signatures.

[Signature page follows]

IN WITNESS WHEREOF, each Party has caused this Amendment to be duly executed by its authorized representative under seal, in duplicate on the Amendment Effective Date.

LEGEND BIOTECH USA INC.

JANSSEN PHARMACEUTICALS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____