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

FORM 10-Q

(Mark one)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 001-36177

GlycoMimetics, Inc.
(Exact name of registrant as specified in its charter)

Delaware **(State or Other Jurisdiction of Incorporation or Organization)**	**06-1686563** **(I.R.S. Employer Identification No.)**
9708 Medical Center Drive **Rockville, Maryland** **(Address of principal executive offices)**	**20850** **(Zip Code)**

(240) 243-1201
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value	GLYC	The Nasdaq Stock Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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 ☐ Smaller Reporting Company ☒

Non-accelerated Filer ☒ Emerging Growth Company ☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). Yes ☐ No ☒

The number of outstanding shares of the registrant's common stock, par value $0.001 per share, as of the close of business on May 1, 2023 was 64,245,674.

GLYCOMIMETICS, INC.

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Part I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GLYCOMIMETICS, INC.
Balance Sheets

	March 31, 2023	December 31, 2022
Assets	(Unaudited)	
Current assets:		
Cash and cash equivalents	$ 65,002,342	$ 47,870,619
Prepaid expenses and other current assets	3,084,189	2,844,086
Total current assets	68,086,531	50,714,705
Property and equipment, net	200,747	242,390
Prepaid research and development expenses	50,000	50,000
Deposits	52,320	52,320
Operating lease right-of-use asset	532,056	751,174
Total assets	$ 68,921,654	$ 51,810,589
Liabilities & stockholders' equity		
Current liabilities:		
Accounts payable	$ 480,151	$ 970,191
Accrued expenses	5,608,323	6,992,006
Lease liabilities	651,734	918,555
Total current liabilities	6,740,208	8,880,752
Total liabilities	6,740,208	8,880,752
Stockholders' equity:		
Preferred stock; $0.001 par value; 5,000,000 shares authorized, no shares issued and outstanding at March 31, 2023 and December 31, 2022	—	—
Common stock; $0.001 par value; 100,000,000 shares authorized; 64,245,224 shares issued and outstanding at March 31, 2023; 54,377,798 shares issued and outstanding at December 31, 2022	64,245	54,378
Additional paid-in capital	492,062,343	462,461,251
Accumulated deficit	(429,945,142)	(419,585,792)
Total stockholders' equity	62,181,446	42,929,837
Total liabilities and stockholders' equity	$ 68,921,654	$ 51,810,589

The accompanying notes are an integral part of the unaudited financial statements.

GLYCOMIMETICS, INC.
Unaudited Statements of Operations and Comprehensive Loss

	Three Months Ended March 31,	
	2023	2022
Costs and expenses:		
Research and development expense	$ 5,418,706	$ 9,603,922
General and administrative expense	5,522,312	5,056,188
Total costs and expenses	10,941,018	14,660,110
Loss from operations	(10,941,018)	(14,660,110)
Interest income	581,668	7,069
Net loss and comprehensive loss	$ (10,359,350)	$ (14,653,041)
Basic and diluted net loss per common share	$ (0.17)	$ (0.28)
Basic and diluted weighted-average number of common shares outstanding	60,350,127	52,331,391

The accompanying notes are an integral part of the unaudited financial statements.

GLYCOMIMETICS, INC.
Unaudited Statements of Stockholders' Equity

	Common Stock		Additional Paid-In	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Deficit	Equity
Balance at December 31, 2022	54,377,798	$ 54,378	$ 462,461,251	$ (419,585,792)	$ 42,929,837
Issuance of common stock, net of issuance costs	9,822,930	9,823	28,697,188	—	28,707,011
Exercise of options and vesting of restricted stock units	44,496	44	33,724	—	33,768
Stock-based compensation	—	—	870,180	—	870,180
Net loss	—	—	—	(10,359,350)	(10,359,350)
Balance at March 31, 2023	64,245,224	$ 64,245	$ 492,062,343	$ (429,945,142)	$ 62,181,446

	Common Stock		Additional Paid-In	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Deficit	Equity
Balance at December 31, 2021	52,313,894	$ 52,314	$ 454,448,327	$ (372,896,990)	$ 81,603,651
Vesting of restricted stock units	78,550	78	(78)	—	—
Stock-based compensation	—	—	1,080,642	—	1,080,642
Net loss	—	—	—	(14,653,041)	(14,653,041)
Balance at March 31, 2022	52,392,444	$ 52,392	$ 455,528,891	$ (387,550,031)	$ 68,031,252

The accompanying notes are an integral part of the unaudited financial statements.

GLYCOMIMETICS, INC.
Unaudited Statements of Cash Flows

	Three Months Ended March 31,	
	2023	2022
Operating activities		
Net loss	$ (10,359,350)	$ (14,653,041)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	43,839	59,308
Non-cash lease expense	219,119	198,814
Stock-based compensation	870,180	1,080,642
Changes in assets and liabilities:		
Prepaid expenses and other current assets	(240,103)	(413,588)
Prepaid research and development expenses	—	(660,800)
Accounts payable	(490,040)	168,558
Accrued expenses	(1,383,683)	761,658
Lease liabilities	(266,821)	(239,694)
Net cash used in operating activities	(11,606,859)	(13,698,143)
Investing activities		
Purchases of property and equipment	(2,197)	(40,521)
Net cash used in investing activities	(2,197)	(40,521)
Financing activities		
Proceeds from issuance of common stock, net of issuance costs	28,707,011	—
Proceeds from exercise of stock options	33,768	—
Net cash provided by financing activities	28,740,779	—
Net change in cash and cash equivalents	17,131,723	(13,738,664)
Cash and cash equivalents, beginning of period	47,870,619	90,254,890
Cash and cash equivalents, end of period	$ 65,002,342	$ 76,516,226

The accompanying notes are an integral part of the unaudited financial statements.

GLYCOMIMETICS, INC.
Notes to Unaudited Financial Statements

1. Description of the Business

GlycoMimetics, Inc. (the Company), a Delaware corporation headquartered in Rockville, Maryland, was incorporated in 2003. The Company is a late-stage clinical development biotechnology company focused on improving the lives of people living with cancer and inflammatory diseases by leveraging the inhibition of carbohydrate interactions that occur on the surface of cells. The Company is developing a pipeline of proprietary glycomimetics, which are small molecules that mimic the structure of carbohydrates involved in important biological processes, to inhibit disease-related functions of carbohydrates such as the roles they play in inflammation, cancer and infection.

The Company's executive personnel have devoted substantially all of their time to date to the planning and organization of the Company, the process of hiring scientists, initiating research and development programs and securing adequate capital for anticipated growth and operations. The Company has not commercialized any of its drug candidates and planned commercial operations have not commenced. The Company has incurred significant losses in the development of its drug candidates. The Company has not generated revenues from product sales. As a result, the Company has consistently reported negative cash flows from operating activities and net losses, had an accumulated deficit of $429.9 million at March 31, 2023 and expects to continue incurring losses for the foreseeable future.

The Company believes that its existing cash and cash equivalents as of March 31, 2023 will be sufficient to fund the Company's operations for at least 12 months from the issuance of these financial statements. Management intends to fund future operations through additional public or private equity or debt offerings and may seek additional capital through arrangements with strategic partners or from other sources, the securing of which cannot be assured.

2. Significant Accounting Policies

There have been no material changes to the significant accounting policies previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the United States Securities and Exchange Commission (the SEC) on March 29, 2023 (the Form 10-K).

Basis of Accounting

The accompanying unaudited financial statements were prepared based on the accrual method of accounting in accordance with U.S. generally accepted accounting principles (GAAP).

Unaudited Financial Statements

The accompanying balance sheet as of March 31, 2023, statements of operations and comprehensive loss and stockholders' equity for the three months ended March 31, 2023 and 2022 and statements of cash flows for the three months ended March 31, 2023 and 2022 are unaudited. These unaudited financial statements have been prepared in accordance with the rules and regulations of the SEC for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for complete annual financial statements. These unaudited financial statements should be read in conjunction with the audited financial statements and the accompanying notes for the year ended December 31, 2022 contained in the Form 10-K. The unaudited interim financial statements have been prepared on the same basis as the annual financial statements and in the opinion of management reflect all adjustments (consisting of normal recurring adjustments) necessary to state fairly the Company's financial position as of March 31, 2023, its results of operations and changes in its stockholders' equity for the three months ended March 31, 2023 and 2022 and its cash flows for the three months ended March 31, 2023 and 2022. The December 31, 2022 balance sheet included herein was derived from audited financial statements, but does not include all disclosures including notes required by GAAP for complete annual financial statements. The financial data and other information disclosed in these notes to the financial statements related to the three months ended March 31, 2023 and 2022 are unaudited. Interim results are not necessarily indicative of results for an entire year or for any future period.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Although actual results could differ from those estimates, management does not believe that such differences would be material.

Fair Value Measurements

The Company had no assets or liabilities that were measured using quoted prices for similar assets and liabilities or significant unobservable inputs (Level 2 and Level 3 assets and liabilities, respectively) as of March 31, 2023 and December 31, 2022. The carrying value of cash held in money market funds of $63.0 million and $45.9 million as of March 31, 2023 and December 31, 2022, respectively, is included in cash and cash equivalents and approximates market values based on quoted market prices (Level 1 inputs). The Company did not transfer any assets measured at fair value on a recurring basis between levels during the three months ended March 31, 2023 and 2022.

Concentration of Credit Risk

Credit risk represents the risk that the Company would incur a loss if counterparties failed to perform pursuant to the terms of their agreements. Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents. The Company maintains its cash balances with financial institutions in federally insured accounts and has cash balances in excess of the insurance limits. Cash equivalents consist of investment in United States government money market funds with major financial institutions. These deposits and funds may be redeemed upon demand and the Company does not anticipate any losses on such balances. The Company has not experienced any losses to date and believes that it is not exposed to any significant credit risk on cash and cash equivalents.

Revenue Recognition

The Company applies Accounting Standards Codification, or ASC, Topic 606, *Revenue from Contracts with Customers* (Topic 606), to all contracts with customers, except for contracts that are within the scope of other standards, such as leases, insurance, collaboration arrangements and financial instruments. Under Topic 606, an entity recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the entity expects to receive in exchange for those goods and services. To determine revenue recognition for arrangements that an entity determines are within the scope of Topic 606, the entity performs the following five steps: (i) identify the contract(s) with the customer(s); (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. The Company only applies the five-step model to contracts when it is probable that the entity will collect the consideration it is entitled to in exchange for the goods and services it transfers to the customer. At contract inception, the Company assesses the goods or services promised within each contract that falls under the scope of Topic 606, determines those that are performance obligations and assesses whether each promised good or service is distinct. The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

The Company enters into licensing agreements which are within the scope of Topic 606, under which it licenses certain of its drug candidates' rights to third parties. The terms of these arrangements typically include payment of one or more of the following: non-refundable, up-front license fees; development, regulatory and commercial milestone payments; and royalties on net sales of the licensed product, if and when earned. See Note 10 for additional information regarding the Company's license agreements.

In determining the appropriate amount of revenue to be recognized as it fulfills its obligation under each of its agreements, the Company performs the five steps under Topic 606 described above. As part of the accounting for these arrangements, the Company must develop assumptions that require judgment to determine the stand-alone selling price,

which may include forecasted revenues, development timelines, reimbursement of personnel costs, discount rates and probabilities of technical and regulatory success.

Licensing of Intellectual Property: If the license to the Company's intellectual property is determined to be distinct from the other performance obligations identified in the arrangement, the Company recognizes revenue from non-refundable, up-front fees allocated to the license when the license is transferred to the licensee and the licensee is able to use and benefit from the license. For licenses that are bundled with other promises, the Company utilizes judgment to assess the nature of the combined performance obligation to determine whether the combined performance obligation is satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of recognizing revenue from non-refundable, up-front fees. The Company evaluates the measure of progress each reporting period, and, if necessary, adjusts the measure of performance and related revenue recognition.

Milestone Payments: At the inception of each arrangement that includes development milestone payments, the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in the transaction price using the most likely amount method. If it is probable that a significant revenue reversal will not occur, the associated milestone value is included in the transaction price. Milestone payments that are not within the control of the Company or the licensee, such as regulatory approvals, are not considered probable of being achieved until those approvals are received. The transaction price is then allocated to each performance obligation on a relative stand-alone selling price basis, for which the Company recognizes revenue as or when the performance obligations under the contract are satisfied. At the end of each subsequent reporting period, the Company re-evaluates the probability of achievement of such development milestones and any related constraint and, if necessary, adjusts its estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis, which would affect license, collaboration and other revenues and earnings in their period of adjustment.

Royalties: For arrangements that include sales-based royalties, including milestone payments based on the level of sales, and for which the license is deemed to be the predominant item to which royalties relate, the Company recognizes revenue at the later of (i) when the related sales occur or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied). To date, the Company has not recognized any royalty revenue from its license agreements.

Manufacturing and Supply: The obligations under the Company's agreements may include clinical and/or commercial manufacturing products to be provided by the Company to the counterparty. The services are generally determined to be distinct from the other promises or performance obligations identified in the arrangement. The Company recognizes the transaction price allocated to these services as revenue at a point in time when transfer of control of the related products to the customer occurs.

Accruals for Clinical Trial Expenses

Clinical trial costs primarily consist of expenses incurred under agreements with contract research organizations (CROs), investigative sites, laboratory testing expenses, data management and consultants that conduct the Company's clinical trials. Clinical trial expenses are a significant component of research and development expenses, and the Company outsources a significant portion of these clinical trial activities to third parties. The accrual for site and patient costs includes inputs such as estimates of patient enrollment, patient cycles incurred, clinical site activations, estimated project duration and other pass-through costs. These inputs are required to be estimated due to a lag in receiving the actual clinical information from third parties. Payments for these activities are based on the terms of the individual arrangements, which may differ from the pattern of costs incurred, and are reflected on the balance sheets as a prepaid asset or accrued expenses. These third-party agreements are generally cancellable, and related costs are recorded as research and development expenses as incurred. Except for payments made in advance of services, clinical trial costs are expensed as incurred. Non-refundable advance clinical payments for goods or services that will be used or rendered for future research and development activities are recorded as a prepaid asset and recognized as expense as the related goods are delivered or the related services are performed. When evaluating the adequacy of the accrued expenses, management assessments include: (i) an evaluation by the project manager of the work that has been completed during the period; (ii) measurement of progress prepared internally and/or provided by the third-party service provider; (iii) analyses of data that justify the progress; and (iv) the Company's judgment. Significant judgments and estimates may be made in determining the accrued balances at the end of any reporting period. Actual results could differ from the estimates made. The Company's historical clinical accrual estimates have not been materially different from the actual costs.

Stock-Based Compensation

Stock-based payments are accounted for in accordance with the provisions of ASC 718, *Compensation—Stock Compensation*. The fair value of stock-based payments is estimated, on the date of grant, using the Black-Scholes-Merton model. The resulting fair value is recognized ratably over the requisite service period, which is generally the vesting period of the option. The Company accounts for forfeitures as they occur.

The Company has elected to use the Black-Scholes-Merton option pricing model to value any options granted. The Company will reconsider use of the Black-Scholes-Merton model if additional information becomes available in the future that indicates another model would be more appropriate or if grants issued in future periods have characteristics that prevent their value from being reasonably estimated using this model.

A discussion of management's methodology for developing some of the assumptions used in the valuation model follows:

Expected Dividend Yield—The Company has never declared or paid dividends and has no plans to do so in the foreseeable future.

Expected Volatility—Volatility is a measure of the amount by which a financial variable such as share price has fluctuated (historical volatility) or is expected to fluctuate (expected volatility) during a period. The Company bases the expected volatility on the historical volatility of the Company's publicly traded common stock.

Risk-Free Interest Rate—This is the U.S. Treasury rate for the week of each option grant during the year, having a term that most closely resembles the expected life of the option.

Expected Term—This is a period of time that the options granted are expected to remain unexercised. Options granted have a maximum term of 10 years. The Company estimates the expected life of the option term to be 6.25 years. The Company uses a simplified method to calculate the average expected term.

Net Loss Per Common Share

Basic net loss per common share is determined by dividing net loss by the weighted-average number of common shares outstanding during the period, without consideration of common stock equivalents. Diluted net loss per share is computed by dividing net loss by the weighted-average number of common stock equivalents outstanding for the period. The treasury stock method is used to determine the dilutive effect of the Company's stock options and restricted stock units (RSUs).

The following potentially dilutive securities outstanding have been excluded from the computation of diluted weighted-average common shares outstanding, as they would be anti-dilutive:

	Three Months Ended March 31,	
	2023	2022
Stock options and RSUs	11,420,012	9,789,833

Comprehensive Loss

Comprehensive loss comprises net loss and other changes in equity that are excluded from net loss. For the three months ended March 31, 2023 and 2022, the Company's net loss equaled comprehensive net loss and, accordingly, no additional disclosure is presented.

Recently Issued Accounting Standards

Accounting Standards Not Yet Adopted

There have been no new accounting pronouncements that have significance, or potential significance, to the Company's unaudited financial statements for the quarter ended March 31, 2023.

3. Prepaid Expenses and Other Current Assets

The following is a summary of the Company's prepaid expenses and other current assets:

	March 31, 2023	December 31, 2022
Prepaid research and development expenses	$ 2,290,997	$ 2,300,209
Other prepaid expenses	559,078	399,861
Other receivables	234,114	144,016
Prepaid expenses and other current assets	$ 3,084,189	$ 2,844,086

4. Property and Equipment

Property and equipment, net consists of the following:

	March 31, 2023	December 31, 2022
Furniture and fixtures	$ 342,203	$ 342,203
Laboratory equipment	1,343,081	1,343,081
Office equipment	17,762	17,762
Computer equipment	312,022	309,826
Leasehold improvements	616,133	616,133
Property and equipment	2,631,201	2,629,005
Less accumulated depreciation	(2,430,454)	(2,386,615)
Property and equipment, net	$ 200,747	$ 242,390

Depreciation expense was $43,839 and $59,308 for the three months ended March 31, 2023 and 2022, respectively.

5. Accrued Expenses

The following is a summary of the Company's accrued expenses:

	March 31, 2023	December 31, 2022
Accrued research and development expenses	$ 2,890,743	$ 3,484,742
Accrued bonuses	1,099,682	2,664,613
Accrued consulting and other professional fees	658,765	499,592
Accrued employee benefits	903,943	300,653
Other accrued expenses	55,190	42,406
Accrued expenses	$ 5,608,323	$ 6,992,006

6. Leases

At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on the circumstances present. The Company determines a lease exists if the contract conveys the right to control an identified asset for a period of time in exchange for consideration. Control is considered to exist when the lessee has the

right to obtain substantially all of the economic benefits from the use of an identified asset as well as direct the right to use of that asset. Leases with a term greater than one year are recognized on the balance sheet as right-of-use assets, lease liabilities and, if applicable, long-term lease liabilities. The Company has elected not to recognize on the balance sheet leases with terms of one year or less on the lease commencement date. If a contract is considered to be a lease, the Company recognizes a lease liability based on the present value of the future lease payments over the expected lease term, with an offsetting entry to recognize a right-of-use asset.

The interest rate implicit in lease contracts is typically not readily determinable. As such, the Company utilizes the appropriate incremental borrowing rate, which is the rate incurred to borrow on a collateralized basis over a term similar to the term of the lease for which the rate is estimated. Certain adjustments to the right-of-use asset may be required for items such as initial direct costs paid or incentives received.

The Company leases office and research space in Rockville, Maryland under an operating lease with a term from June 15, 2015 through October 31, 2023 (the Lease) that is subject to annual rent increases. The Company has the right to sublease or assign all or a portion of the premises, subject to the conditions set forth in the Lease. The Lease may be terminated early by either the landlord or the Company in certain circumstances. In connection with the Lease, the Company received rent abatement as a lease incentive in the initial year of the Lease.

In March 2016, the Company amended the Lease (the Lease Amendment) to lease additional space as of June 1, 2016. In May 2016, the Company also paid a security deposit of $52,320 to be held until the expiration or termination of the Company's obligations under the Lease. The term of the Lease Amendment for the additional space continues through October 31, 2023, the same date as for the premises originally leased under the Lease. Subsequent to March 31, 2023, the lease was amended to extend the term with respect to a portion of the premises (see Note 10).

The Company identified and applied the following significant assumptions in recognizing the right-of-use asset and corresponding liability for the Lease and Lease Amendment:

- ***Lease term*** – The lease term includes both the noncancelable period and, when applicable, cancelable option periods where failure to exercise such option would result in an economic penalty.

- ***Incremental borrowing rate*** – As the Company's lease does not provide an implicit rate, the Company used an incremental borrowing rate, or IBR, which is the rate incurred to borrow on a collateralized basis over a term similar to the term of the lease for which the rate is estimated. The Company determined the IBR to be 8.0% based on an estimated rate that considered the Company's credit risk in the United States for a collateralized borrowing and term similar to the Lease.

As of March 31, 2023, the weighted-average remaining lease term was 0.6 years. There were no additional operating leases entered into during the three months ended March 31, 2023.

The components of lease expense and related cash flows were as follows:

	Three Months Ended March 31,	
	2023	2022
Operating lease cost	$ 231,989	$ 231,989
Variable lease cost	183,274	151,132
Total operating lease cost	$ 415,263	$ 383,121
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows for operating leases	$ 279,692	$ 272,870

Maturities of lease liability due under these lease agreements as of March 31, 2023 were as follows:

	Operating Lease Obligation
April 1, 2023 - December 31, 2023	$ 661,150
Thereafter	—
Total	661,150
Present value adjustment	(9,416)
Present value of lease payments	$ 651,734

7. Stockholders' Equity

At-The-Market Sales Facility

In March 2022, the Company filed a shelf registration statement with the SEC, which was declared effective on April 22, 2022. On April 28, 2022, the Company terminated an at-the-market sales agreement previously entered into with Cowen and Company, LLC (Cowen) in 2020 and entered into a new at-the-market sales agreement (the 2022 Sales Agreement) with Cowen. Under the 2022 Sales Agreement, the Company may sell up to $100.0 million worth of shares of common stock. During the year ended December 31, 2022, the Company issued and sold 1,953,854 shares of common stock under the 2022 Sales Agreement at a weighted average price per share of $2.22, for aggregate net proceeds of $4.2 million, after deducting commissions and offering expenses.

During the quarter ended March 31, 2023, the Company issued and sold 9,822,930 shares of common stock under the 2022 Sales Agreement at a weighted average price per share of $3.01, for aggregate net proceeds of $28.7 million, after deducting commissions and offering expenses. As of March 31, 2023, approximately $66.0 million remained available to be sold under the terms of the 2022 Sales Agreement.

2013 Equity Incentive Plan

The Company's board of directors adopted, and its stockholders approved, its 2013 Equity Incentive Plan (the 2013 Plan) effective on January 9, 2014. In April 2022, the Company's board of directors approved an amendment and restatement of the 2013 Plan, which was approved by the Company's stockholders at the Company's annual meeting of stockholders held in May 2022 (as so amended, the Amended 2013 Plan).

The Amended 2013 Plan provides for the grant of incentive stock options within the meaning of Section 422 of the Internal Revenue Code to the Company's employees and its parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock awards, RSU awards, stock appreciation rights, performance stock awards and other forms of stock compensation to its employees, including officers, consultants and directors. The Amended 2013 Plan also provides for the grant of performance cash awards to the Company's employees, consultants and directors. Unless otherwise stated in a stock option agreement, 25% of the shares subject to an option grant will typically vest upon the first anniversary of the vesting start date, with the balance of the shares vesting in a series of thirty-six successive equal monthly installments as of the first day of each month measured from the first anniversary of the vesting start date. Upon termination of employment by reasons other than death, cause, or disability, any vested options will terminate 90 days after the termination date, unless otherwise set forth in a stock option agreement. Stock options generally terminate 10 years from the date of grant.

Authorized Shares

The maximum number of shares of common stock that initially could be issued under the 2013 Plan was 1,000,000 shares, plus any shares subject to stock options or similar awards granted under the Company's prior 2003 Equity Incentive Plan that expired or terminated without having been exercised in full or were forfeited or repurchased by the Company. The number of shares of common stock reserved for issuance under the 2013 Plan automatically increased on January 1 of each year, through January 1, 2022, by 3% of the total number of shares of common stock

outstanding on December 31 of the preceding calendar year. As of March 31, 2022, the total number of shares reserved for issuance under the 2013 Plan was 9,506,767 shares, of which 1,345,998 shares were available for future grants.

Following the approval of the Amended 2013 Plan by the Company's stockholders, the share reserve under the Amended 2013 Plan was increased by 2,619,622 shares, and beginning on January 1, 2023 and ending on (and including) January 1, 2029, the maximum number of shares of common stock that may be issued under the Amended 2013 Plan will cumulatively be increased by 4% of the number of shares of common stock issued and outstanding on the immediately preceding December 31, or such lesser number of shares as determined by the board of directors or the compensation committee thereof. The maximum number of shares that may be issued pursuant to exercise of incentive stock options under the Amended 2013 Plan is 20,000,000 shares. As of March 31, 2023, the total number of shares reserved for issuance under the Amended 2013 Plan was 11,681,878 shares, of which 2,206,376 shares were available for future grants.

Shares issued under the Amended 2013 Plan may be authorized but unissued or reacquired shares of common stock. Shares subject to stock awards granted under the Amended 2013 Plan that expire or terminate without being exercised in full, or that are paid out in cash rather than in shares, will not reduce the number of shares available for issuance under the Amended 2013 Plan. Additionally, shares issued pursuant to stock awards under the Amended 2013 Plan that the Company repurchases or that are forfeited, as well as shares reacquired by the Company as consideration for the exercise or purchase price of a stock award or to satisfy tax withholding obligations related to a stock award, will become available for future grant under the Amended 2013 Plan.

A summary of the Company's stock option activity under the Amended 2013 Plan for the three months ended March 31, 2023 is as follows:

	OUTSTANDING OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (YEARS)	AGGREGATE INTRINSIC VALUE (IN THOUSANDS)
Outstanding as of December 31, 2022	6,774,792	$ 6.37	4.7	
Options granted	2,206,050	2.61		
Options exercised	(16,800)	2.01		
Options forfeited	(246,131)	2.25		
Outstanding as of March 31, 2023	8,717,911	5.54	6.6	$ 336
Vested or expected to vest as of March 31, 2023	8,576,011	5.62	6.5	315
Exercisable as of March 31, 2023	4,928,465	8.05	4.5	58

As of March 31, 2023, there was $6,064,322 of total unrecognized compensation expense related to unvested options under the Amended 2013 Plan that will be recognized over a weighted-average period of approximately 3.2 years. Total intrinsic value of the options exercised during the three months ended March 31, 2023 was $23,760 and total cash received for options exercised was $33,768. There were no options exercised under the Amended 2013 Plan during the three months ended March 31, 2022. The total fair value of stock options which vested in the three months ended March 31, 2023 and 2022 was $704,311 and $1,263,094, respectively.

In January 2022, the Company granted stock options to purchase an aggregate of 141,900 shares to certain employees under the 2013 Plan which were subject to performance vesting conditions. The shares will vest upon achievement of milestones as follows: (i) one-half of the shares will vest upon FDA approval of uproleselan for patients with relapsed/refractory acute myeloid leukemia and (ii) one-half of the shares will vest upon the first commercial sale of uproleselan in the United States or abroad. The maximum fair value of $113,520 associated with the performance-based options granted in January 2022 is excluded from the unrecognized compensation expense under the 2013 Plan as the completion of the performance milestones was not probable as of March 31, 2023. The Company will reevaluate at the end of each reporting period the probability that the performance conditions will be achieved and will record any adjustments to the compensation cost at that time.

An RSU is a stock award that entitles the holder to receive shares of the Company's common stock as the award vests. The fair value of each RSU is based on the closing price of the Company's common stock on the date of grant. In

January 2021, the Company awarded RSUs under the 2013 Plan to all of its employees. The RSUs granted vest over four years in equal installments on each anniversary of the grant date, provided that the employee remains employed by the Company at the applicable vesting date. Compensation expense is recognized on a straight-line basis. As of March 31, 2023, there was $418,961 of total unrecognized compensation expense associated with outstanding RSU grants that will be recognized over a weighted-average period of approximately 1.8 years.

The following is a summary of RSU activity under the Amended 2013 Plan for the three months ended March 31, 2023:

	Number of Shares Underlying RSUs	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2022	204,785	$ 3.81
Forfeited	(15,030)	3.81
Vested	(68,054)	3.81
Unvested at March 31, 2023	121,701	3.81

Inducement Plan

The Company's board of directors previously adopted the GlycoMimetics, Inc. Inducement Plan (as amended to date, the Inducement Plan). The Inducement Plan provides for the grant of nonstatutory stock options, restricted stock awards, RSU awards, stock appreciation rights and other forms of stock awards to individuals not previously an employee or director of the Company as an inducement for such individuals to join the Company. Unless otherwise stated in an applicable stock option agreement, one-fourth of the shares subject to an option grant under the Inducement Plan will typically vest upon the first anniversary of the vesting start date, with the balance of the shares vesting in a series of thirty-six successive equal monthly installments as of the first day of each month measured from the first anniversary of the vesting start date, subject to the new employee's continued service with the Company through the applicable vesting dates. Upon termination of employment by reasons other than death, cause or disability, any vested options will terminate 90 days after the termination date, unless otherwise set forth in a stock option agreement. Stock options generally terminate 10 years from the date of grant. The Inducement Plan was amended by the board of directors on multiple occasions to increase the number of shares reserved for issuance to 3,000,000 shares as of March 31, 2023. As of March 31, 2023, there were 409,508 shares available for future grants under the Inducement Plan.

A summary of the Company's stock option activity under the Inducement Plan for the three months ended March 31, 2023 is as follows:

	OUTSTANDING OPTIONS	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM (YEARS)	AGGREGATE INTRINSIC VALUE (IN THOUSANDS)
Outstanding as of December 31, 2022	2,333,525	$ 1.82	8.5	
Options granted	250,000	3.25		
Options forfeited	(3,125)	3.58		
Outstanding as of March 31, 2023	2,580,400	1.95	7.7	$ 149
Vested or expected to vest as of March 31, 2023	1,996,200	1.95	7.5	142
Exercisable as of March 31, 2023	579,033	1.98	8.4	10

As of March 31, 2023, there was $1,935,838 of total unrecognized compensation expense related to unvested options under the Inducement Plan that will be recognized over a weighted-average period of approximately 2.9 years. The total fair value of stock options which vested in the three months ended March 31, 2023 and 2022 was $181,032 and $10,667, respectively. There were no options exercised under the Inducement Plan during the three months ended March 31, 2023 and 2022.

During the years ended December 31, 2022 and 2021, the Company granted stock options to purchase an aggregate of 584,200 shares to certain newly hired employees under the Inducement Plan which options were subject to the same performance vesting conditions described above with respect to the stock options granted in January 2022 under the 2013 Plan. The maximum fair value of $825,353 associated with the performance-based options is excluded from the unrecognized compensation expense under the Inducement Plan as the completion of the performance milestones were not probable as of March 31, 2023. The Company will reevaluate at the end of each reporting period the probability that the performance conditions will be achieved and will record any adjustments to the compensation cost at that time.

The weighted-average fair value of the options granted under all equity incentive plans during the three months ended March 31, 2023 and 2022 was $2.04 per share and $0.80 per share, respectively, applying the Black-Scholes-Merton option pricing model utilizing the following weighted-average assumptions:

	Three Months Ended March 31,	
	2023	2022
Expected term	6.25 years	6.25 years
Expected volatility	79.56%	84.51%
Risk-free interest rate	3.52%	1.66%
Expected dividend yield	0%	0%

Stock-based compensation expense was classified on the statements of operations as follows for the three months ended March 31, 2023 and 2022:

	Three Months Ended March 31,	
	2023	2022
Research and development expense	$ 237,931	$ 318,825
General and administrative expense	632,249	761,817
Total stock-based compensation expense	$ 870,180	$ 1,080,642

8. Income Taxes

The Company did not record any tax provision or benefit for the three months ended March 31, 2023 and 2022. The Company has provided a valuation allowance for the full amount of its net deferred tax assets since realization of any future benefit from deductible temporary differences, net operating loss carryforwards and research and development credits is not more-likely-than-not to be realized at March 31, 2023 and December 31, 2022.

9. License and Collaboration Agreements

Apollomics

In 2020, the Company entered into a collaboration and license agreement (the Agreement) with Apollomics (Hong Kong), Limited (Apollomics) for the development, manufacture and commercialization of products derived from two of the Company's compounds, GMI-1271 and GMI-1687 (the Products) for therapeutic and prophylactic uses (the Field) in China, Taiwan, Hong Kong and Macau (the Territory). Under the terms of the Agreement, the Company granted Apollomics:

- an exclusive license, with the right to sublicense, to develop, manufacture and have manufactured, distribute, market, promote, sell, have sold, offer for sale, import, label, package and otherwise the Products in the Field in the Territory; and
- a non-exclusive license to conduct preclinical research with respect to Products in the Field outside of the Territory for the purposes of developing such Products for use in the Territory.

In 2020, the Company and Apollomics also entered into a clinical supply agreement pursuant to which the Company will manufacture and supply the Products at agreed upon prices. Apollomics has the option to begin

manufacture of the Products after appropriate material transfer requirements are met. The Company did not recognize revenue under the clinical supplies agreement during the three months ended March 31, 2023 and 2022.

The Company evaluated the Agreement under the provisions of ASC 606 and identified two performance obligations under this revenue arrangement: the (i) delivery of functional licenses and (ii) manufacture and supply of the Products. The initial transaction price consists of a $9.0 million non-refundable up-front payment which was allocated to the delivered functional licenses and recognized in full as revenue in 2020 given that the performance obligation was satisfied upon inception. The Agreement contains various forms of variable consideration, including (i) up to $75.0 million in development milestones based on achievement of certain clinical and regulatory events, (ii) up to $105.0 million of sales-based commercial milestones based on achievement of certain annual net sales targets, (iii) sales-based royalties at specified percentages of net sales ranging from the high single digits to 15%, and (iv) manufacture and supply of clinical and commercial Products. The Company has fully constrained the development milestone consideration using the most likely amount method and will recognize that revenue when it is probable that recognition of revenue related to the milestone will not result in a significant reversal in amounts recognized in future periods, and as such have been excluded from the transaction price. In 2020, the Company received a non-refundable $1.0 million development milestone payment upon acceptance by Chinese regulatory authorities of a Phase 3 bridging study design to support registration in China and recognized this $1.0 million payment as revenue at that time. The Company did not recognize any milestone revenue under the Agreement for the three months ended March 31, 2023 and 2022.

The Company will recognize revenue related to the sales-based commercial and royalty milestones and royalties at the later of (i) when the related sales occur or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied), as they were determined to relate predominantly to the licenses granted to Apollomics and, therefore, have been excluded from the transaction price. Lastly, the Company has determined that the consideration for the manufacturing and supply is all variable and is fully constrained. Variable consideration allocated to manufacturing and supply will be recognized at a point in time when the Product is delivered and when the title to the Product is transferred to the customer pursuant to the agreement. The Company reassesses the transaction price in each reporting period and upon the occurrence of a change in circumstances or final resolution of any particular event.

10. Subsequent Events

In April 2023, the Company and its landlord entered into an amendment to its Lease (see Note 6). Pursuant to the amendment, the Company and the landlord agreed that the term for the leased "9708 premises," consisting of approximately 30,000 square feet, would be extended for the period from November 1, 2023 to January 31, 2025, with a three percent annual increase in base rent effective on November 1, 2023 and November 1, 2024. The amendment results in an additional $1.0 million in rent obligations. The Company's lease of the "9712 premises," consisting of approximately 12,000 square feet, will terminate on October 31, 2023.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Certain statements contained in this Quarterly Report on Form 10-Q may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The words or phrases "would be," "will allow," "intends to," "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," or similar expressions, or the negative of such words or phrases, are intended to identify "forward-looking statements." We have based these forward-looking statements on our current expectations and projections about future events. Because such statements include risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to these differences include those below and elsewhere in this Quarterly Report on Form 10-Q, our Annual Report on Form 10-K, particularly in Part I – Item 1A, "Risk Factors," and our other filings with the Securities and Exchange Commission. Statements made herein are as of the date of the filing of this Form 10-Q with the Securities and Exchange Commission and should not be relied upon as of any subsequent date. Unless otherwise required by applicable law, we do not undertake, and we specifically disclaim, any obligation to update any forward-looking statements to reflect occurrences, developments, unanticipated events or circumstances after the date of such statement.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited financial statements and related notes that appear in Item 1 of this Quarterly Report on Form 10-Q and with our audited financial statements and related notes for the year ended December 31, 2022, which are included in our Annual Report on Form 10-K filed with the SEC on March 29, 2023.

Overview

We are a late-stage clinical development biotechnology company focused on improving the lives of people living with cancer and inflammatory diseases by leveraging the inhibition of carbohydrate interactions that occur on the surface of cells. We are developing a pipeline of proprietary glycomimetics, which are small molecules that mimic the structure of carbohydrates involved in important biological processes, to inhibit disease-related functions of carbohydrates such as the roles they play in inflammation, cancer and infection. We believe this represents an innovative approach to drug discovery to treat a wide range of diseases. We are focusing our efforts on drug candidates for diseases that we believe will qualify for orphan drug designation.

Our proprietary glycomimetics platform is based on our expertise in carbohydrate chemistry and our understanding of the role carbohydrates play in key biological processes. Most human proteins are modified by the addition of complex carbohydrate structures to the surface of such proteins, which affects the functions of the proteins and their interactions with other molecules. Our initial research and development efforts have focused on drug candidates targeting selectins, which are proteins that serve as adhesion molecules and bind to carbohydrates that are involved in the inflammatory component and progression of a wide range of diseases, including hematologic disorders, cancer and cardiovascular disease. For example, we believe that members of the selectin family play a key role in tumor metastasis and resistance to chemotherapy. Inhibiting specific carbohydrates from binding to selectins has long been viewed as a potentially attractive approach for therapeutic intervention. The ability to successfully develop drug-like carbohydrate compounds that inhibit binding with selectins, known as selectin antagonists, has historically been limited by their potency and the complexities of carbohydrate chemistry. We believe our expertise in the rational design of potent glycomimetic antagonists with drug-like properties and in carbohydrate chemistry enables us to identify highly effective selectin antagonists and other glycomimetics that may inhibit the disease-related functions of certain carbohydrates in order to develop novel drug candidates to address orphan diseases with high unmet medical need.

Our lead glycomimetic drug candidate, uproleselan, is a specific E-selectin antagonist that we are developing to be used in combination with chemotherapy to treat patients with acute myeloid leukemia, or AML, a life-threatening hematologic cancer, and potentially other hematologic cancers. In 2021, we completed enrollment of 388 patients in a randomized, double-blind, placebo-controlled Phase 3 pivotal clinical trial to evaluate uproleselan in individuals with relapsed/refractory AML, the design of which was based on guidance received from the U.S. Food and Drug Administration, or FDA. Pooled survival data show patients in the Phase 3 study continue to live longer than historically expected.

In September 2022, we submitted a request to the FDA to amend the protocol for the trial to conduct an interim analysis and have the findings reviewed by the trial's Independent Data Monitoring Committee, or IDMC, as blinded pooled survival data showed patients living longer than expected based on the historical benchmarks used to design the study. The statistical plan agreed to with the FDA was for the IDMC to review efficacy and safety data at 80% of survival events, which was reached at the end of 2022. When designing the interim analysis, we amended the protocol to create the opportunity to achieve unblinding at approximately 80% of survival events while maintaining the statistical integrity of the final analysis should the DMC recommend the study continue to the final overall events trigger. The interim analysis plan required a high statistical threshold to be met for the IDMC to recommend unblinding, reserving approximately 95% of the study's statistical power for the final analysis.

In February 2023,the IDMC reviewed the interim utility analysis and recommended that the pivotal Phase 3 clinical trial continue to the originally planned final overall survival events trigger. Based on current projections, we anticipate reaching the overall survival events trigger within the first half of 2024, with top line data disclosure soon thereafter. As we continue the trial during 2023, we will continue our preparation for a potential filing of an NDA with the FDA.

We have also entered into a Cooperative Research and Development Agreement, or CRADA, with the National Cancer Institute, or NCI, part of the National Institutes of Health, to conduct a Phase 2/3 randomized, controlled clinical trial testing the addition of uproleselan to a standard chemotherapy regimen. Enrollment of 267 patients in the Phase 2 portion was completed in December 2021. There will be a planned interim analysis that will evaluate event-free survival and whether the pre-specified threshold for continuing to Phase 3 has been met. The trial may also provide support for regulatory filings, if the results of the planned interim analysis are sufficiently positive.

Uproleselan is also being studied in multiple investigator-sponsored trials. The initial results from two investigator-sponsored trials evaluating safety and preliminary efficacy in frontline unfit and treated secondary AML populations not previously studied with uproleselan were selected for poster presentation at the 64th American Society of Hematology Annual Meeting held in December 2022.

We have rationally designed an innovative antagonist of E-selectin, GMI-1687, that could be a subcutaneously administered treatment. Initially developed as a potential life-cycle extension to uproleselan, we believe that GMI-1687 could be developed to broaden the clinical usefulness of an E-selectin antagonist to conditions where outpatient treatment is preferred or required. In May 2022, we filed an investigational new drug application, or IND, for GMI-1687 in as a potential treatment for vaso-occlusive crisis, or VOC, a common complication of sickle cell disease and received the "safe to proceed" letter from the FDA in June 2022.

We are advancing other preclinical-stage programs, including small-molecule glycomimetic compounds that inhibit the protein galectin-3, which we believe may have potential to be an orally administered treatment for fibrosis, cancer and cardiovascular disease. In March 2022, we selected a lead galectin drug candidate, GMI-2093, for evaluation in preclinical studies. We are evaluating options for the further development of GMI-2093 as a potential treatment for fibrosis and in oncology indications.

We have also designed GMI-1359, a drug candidate that simultaneously targets both E-selectin and a chemokine receptor known as CXCR4. In the fourth quarter of 2021, we terminated a Phase 1b trial of GMI-1359 in hormone receptor positive breast cancer patients whose tumors had spread to bone and have deactivated the existing GMI-1359 INDs as of August 2022. We are not currently developing GMI-1359, but are seeking a licensing partner to continue clinical development of this drug candidate.

We have financed our operations primarily through private placements of our securities, up-front and milestone payments under our license and collaboration agreements and the net proceeds from public offerings of common stock, including sales of common stock under at-the-market sales facilities with Cowen and Company LLC, or Cowen. We have no approved drugs currently available for sale, and substantially all of our revenue to date has been revenue from up-front and milestone payments under license and collaboration agreements.

Since inception, we have incurred significant operating losses. We had an accumulated deficit of $429.9 million as of March 31, 2023 and we expect to continue to incur significant expenses and operating losses over at least the next

several years. Our net losses may fluctuate significantly from quarter to quarter and year to year, depending on the timing of our clinical trials and our expenditures on other research and development activities. We anticipate that our expenses will increase as we:

- initiate, conduct and complete our ongoing and planned clinical trials of uproleselan, including fulfilling our funding and supply commitments related to the ongoing clinical trials of uproleselan;
- conduct NDA-enabling activities related to manufacture, toxicology and clinical pharmacology for our product candidates;
- manufacture additional uproleselan drug supplies for validation and prepare for commercialization;
- seek regulatory approvals for uproleselan or any other drug candidates that successfully complete clinical trials;
- ultimately establish a sales, marketing and distribution infrastructure and scale up external manufacturing capabilities to commercialize uproleselan or any other drug candidates for which we may obtain regulatory approval;
- maintain, expand and protect our intellectual property portfolio;
- maintain sufficient levels of insurance, including product liability and directors, officers and corporate liability insurance policies; and
- add personnel to support our drug development and potential future commercialization efforts.

To fund further operations, we will need to raise capital. We may obtain additional financing in the future through the issuance of our common stock, through other equity or debt financings, potentially including the use of our at-the-market sales facility with Cowen, through collaborations or partnerships with other companies or through the sale of potential royalty streams from a drug candidate. We may not be able to raise additional capital on terms acceptable to us, or at all, and any failure to raise capital as and when needed could compromise our ability to execute on our business plan. Although it is difficult to predict future liquidity requirements, we believe that our existing cash and cash equivalents will be sufficient to fund our operations into late fourth quarter of 2024 without giving effect to potential business development opportunities, such as upfront or milestone payments under license and collaboration agreements, or additional financing activities including the potential sale of common stock under our at-the-market sales facility or otherwise. However, our ability to successfully transition to profitability will be dependent upon achieving a level of revenues adequate to support our cost structure. We cannot assure you that we will ever be profitable or generate positive cash flow from operating activities.

Impact of COVID-19 on Our Business

We continue to monitor developments associated with the COVID-19 pandemic. To date, we have experienced only minor disruptions from the pandemic, including a brief delay in patient enrollment in our Phase 3 clinical trial of uproleselan which subsequently completed enrollment in November 2021. The safety, health and well-being of all patients, medical staff and our internal and external teams is paramount and is our primary focus. As the pandemic evolves, we are aware that the potential exists for further disruptions to our projected timelines. We are in close communication with our clinical and manufacturing teams and key vendors and are prepared to take action should the pandemic worsen and impact our business in the future. The ultimate impact of the COVID-19 pandemic is highly uncertain and subject to change. We do not yet know the full extent of any impacts the pandemic may have on our business, operations, financial position and our clinical and regulatory activities.

Our Collaboration and License Agreements

Apollomics

In 2020, we entered into an exclusive collaboration and license agreement with Apollomics (Hong Kong) Limited, or Apollomics, for the development and commercialization of uproleselan and GMI-1687 in Mainland China, Hong Kong, Macau and Taiwan, also known as Greater China. Under the terms of the agreement, Apollomics will be responsible for clinical development and commercialization in Greater China. We will also collaborate with Apollomics

to advance the preclinical and clinical development of GMI-1687. We received an upfront cash payment of $9.0 million and in 2020 also received a $1.0 million development milestone payment. There were no milestone payments from Apollomics during the quarters ended March 31, 2023 or 2022. Subject to the terms of the agreement, we will be eligible to receive potential further milestone payments totaling approximately $179.0 million, as well as tiered royalties ranging from the high single digits to 15%, as a percentage of net sales. Apollomics will be responsible for all costs related to development, regulatory approvals, and commercialization activities for uproleselan and GMI-1687 in Greater China, and we and Apollomics expect to enter into clinical and commercial supply agreements with respect to our provision of uproleselan and GMI-1687 to Apollomics. We retain all rights for both compounds in the rest of the world.

In 2020, the China National Medical Products Administration, or NMPA, Center for Drug Evaluation, or CDE, granted IND approval for uproleselan (also known as APL-106), enabling the initiation of a Phase 1 pharmacokinetics and tolerability study and a planned Phase 3 bridging study of APL-106 in combination with chemotherapy in relapsed/refractory AML. In 2021, APL-106 was granted Breakthrough Therapy Designation from the China NMPA CDE for the treatment of relapsed/refractory AML. In 2021, Apollomics enrolled the first patient in the Phase 1 study and enrolled the first patient in the Phase 3 portion of the trial later in 2021.

In 2020, we also entered into a clinical supply agreement with Apollomics under which we will manufacture and supply uproleselan product to Apollomics at agreed upon prices. Apollomics has the option to begin manufacture after appropriate material transfer requirements are met. During the year ended December 31, 2021, we recognized $1.1 million in revenue from the sale of clinical supplies to Apollomics under the clinical supply agreement. There were no sales of clinical supplies to Apollomics during the quarters ended March 31, 2023 or 2022.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of these financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities as of the dates of the balance sheets and the reported amounts of revenue and expenses during the reporting periods. In accordance with GAAP, we base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances at the time such estimates are made. Actual results may materially differ from our estimates and judgments under different assumptions or conditions. We periodically review our estimates in light of changes in circumstances, facts and experience. The effects of material revisions in estimates are reflected in our financial statements prospectively from the date of the change in estimate.

We define our critical accounting policies as those accounting principles generally accepted in the United States that require us to make subjective estimates and judgments about matters that are uncertain and are likely to have a material impact on our financial condition and results of operations, as well as the specific manner in which we apply those principles. For a description of our critical accounting policies and estimates, please see the disclosures in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2022. There have not been any material changes to our critical accounting policies and estimates since December 31, 2022.

Components of Operating Results

Revenue

To date, we have not generated any revenue from the sale of our drug candidates and do not expect to generate any revenue from the sale of drugs in the near future. Substantially all of our historical revenue consisted of upfront and milestone payments under license and collaboration agreements.

Research and Development

Research and development expenses consist of expenses incurred in performing research and development activities, including compensation and benefits for full-time research and development employees, facilities expenses, overhead expenses, cost of laboratory supplies, clinical trial and related clinical manufacturing expenses, fees paid to CROs and other consultants and other outside expenses. Other preclinical research and platform programs include

activities related to exploratory efforts, target validation, lead optimization for our earlier programs and our proprietary glycomimetics platform. Our research and development expenses have related primarily to the development of uproleselan and our other drug candidates.

We do not currently utilize a formal time allocation system to capture expenses on a project-by-project basis because we are organized and record expense by functional department and our employees may allocate time to more than one development project. Accordingly, we only allocate a portion of our research and development expenses by functional area and by drug candidate.

Research and development costs are expensed as incurred. Non-refundable advance payments for goods or services to be received in the future for use in research and development activities are deferred and capitalized. The capitalized amounts are expensed as the related goods are delivered or the services are performed.

Research and development activities are central to our business model. Drug candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later stage clinical trials. We expect our research and development expenses to increase over the next several years as we seek to progress uproleselan, GMI-1687 and our other drug candidates into and through clinical development. However, it is difficult to determine with certainty the duration and completion costs of our current or future preclinical studies and clinical trials of our drug candidates, or if, when or to what extent we will generate revenues from the commercialization and sale of any of our drug candidates that obtain regulatory approval. We may never succeed in achieving regulatory approval for any of our drug candidates.

The duration, costs and timing of clinical trials and development of our drug candidates will depend on a variety of factors that include:

- per patient trial costs;
- the number of patients that participate in the trials;
- the number of sites included in the trials;
- the countries in which the trial is conducted;
- the length of time required to enroll eligible patients;
- the number of doses that patients receive;
- the drop-out or discontinuation rates of patients;
- potential additional safety monitoring or other studies requested by regulatory agencies;
- the duration of patient follow-up; and
- the safety and efficacy profile of the drug candidate.

In addition, the probability of success for each drug candidate will depend on numerous factors, including competition, manufacturing capability and commercial viability. We will determine which programs to pursue and how much to fund each program in response to the scientific and clinical success of each drug candidate, as well as an assessment of each drug candidate's commercial potential.

General and Administrative

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in executive, finance, accounting, business development and human resources functions. Other significant costs include facility costs not otherwise included in research and development expenses, legal fees relating to patent and corporate matters and fees for accounting and consulting services. We anticipate that our general and administrative expenses will increase in the future as we undertake commercialization efforts for uproleselan.

Interest Income

Interest income consists of interest income earned on our cash and cash equivalents.

Results of Operations for the Three Months Ended March 31, 2023 and 2022

The following table sets forth our results of operations:

(dollars in thousands)	Three Months Ended March 31, 2023	2022	Net Change	
Costs and expenses:				
Research and development expense	$ 5,419	$ 9,604	$ (4,185)	(44)%
General and administrative expense	5,522	5,056	466	9 %
Total costs and expenses	10,941	14,660	(3,719)	(25)%
Loss from operations	(10,941)	(14,660)	3,719	25 %
Interest income	582	7	575	8,214 %
Net loss and comprehensive loss	$ (10,359)	$ (14,653)	$ 4,294	29 %

Research and Development Expense

The following table summarizes our research and development expense by functional area for the three months ended March 31, 2023 and 2022:

(dollars in thousands)	Three Months Ended March 31, 2023	2022	Net Change	
Clinical development	$ 1,376	$ 3,016	$ (1,640)	(54)%
Manufacturing and formulation	454	2,942	(2,488)	(85)%
Contract research services, consulting and other costs	641	389	252	65 %
Laboratory costs	427	499	(72)	(14)%
Personnel-related	2,283	2,439	(156)	(6)%
Stock-based compensation	238	319	(81)	(25)%
Research and development expense	$ 5,419	$ 9,604	$ (4,185)	(44)%

The following table summarizes our research and development expense by drug candidate for the three months ended March 31, 2023 and 2022:

(dollars in thousands)	Three Months Ended March 31, 2023	2022	Net Change	
Uproleselan	$ 2,272	$ 5,286	$ (3,014)	(57)%
GMI-1687	35	812	(777)	(96)%
Other research and development	591	748	(157)	(21)%
Personnel-related and stock-based compensation	2,521	2,758	(237)	(9)%
Research and development expense	$ 5,419	$ 9,604	$ (4,185)	(44)%

Our research and development expense for the three months ended March 31, 2023 decreased by $4.2 million compared to the same period ended March 31, 2022 primarily due to:

- decreased clinical development costs related to uproleselan as patient enrollment ended in our Phase 3 clinical trial; and
- decreased manufacturing and formulation costs related to uproleselan validation batches.

General and Administrative Expense

The following table summarizes the components of our general and administrative expense for the three months ended March 31, 2023 and 2022:

(dollars in thousands)	Three Months Ended March 31, 2023	2022	Net Change	
Personnel-related	$ 2,151	$ 1,994	$ 157	8 %
Stock-based compensation	632	762	(130)	(17)%
Legal, consulting and other professional expenses	2,453	2,105	348	17 %
Other	286	195	91	47 %
General and administrative expense	$ 5,522	$ 5,056	$ 466	9 %

General and administrative expenses increased by $466,000 for the three months ended March 31, 2023 as compared to the same period in 2022. The increase was primarily due to higher personnel-related expenses as we continue to build our commercial operations with the hiring of a Vice President, Commercial Operations. In addition, our professional fees have increased with higher commercial readiness expenses for uproleselan and legal fees in the first quarter of 2023 as compared to 2022.

Interest Income

During the three months ended March 31, 2023 interest income increased by $575,000 due to higher interest rates on invested balances in the first quarter of 2023 as compared to 2022.

Liquidity and Capital Resources

Sources of Liquidity

We have historically financed our operations primarily through public offerings and private placements of our capital stock, including through our at-the-market sales facility with Cowen. As of March 31, 2023, we had $65.0 million in cash and cash equivalents.

In 2020, we entered into an at-the-market sales agreement, or the 2020 Sales Agreement, with Cowen and sold an aggregate of 4,117,363 shares of common stock through March 31, 2022 for net proceeds of $14.4 million.

In March 2022, we filed a shelf registration statement with the SEC, which was declared effective on April 22, 2022. On April 28, 2022, we terminated the 2020 Sales Agreement and entered into a new at-the-market sales agreement, or the 2022 Sales Agreement, with Cowen. Under the 2022 Sales Agreement, we may sell up to $100.0 million in shares of our common stock. During the year ended December 31, 2022, we sold 1,953,854 shares of common stock under the 2022 Sales Agreement at a weighted average price of $2.22 per share, for aggregate net proceeds of $4.2 million, after deducting commissions and offering expenses. During the quarter ended March 31, 2023, we sold 9,822,930 shares of common stock under the 2022 Sales Agreement at a weighted average price of $3.01 per share, for aggregate net proceeds of $28.7 million, after deducting commissions and offering expenses. As of March 31, 2023, approximately $66.0 million remained available to be sold under the 2022 Sales Agreement.

We may also receive payments under our existing license and collaboration agreements. However, our ability to earn additional milestone payments and potential royalty payments and their timing will be dependent upon the outcome of our counterparties' activities and is therefore uncertain at this time.

Funding Requirements

Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, third-party clinical research and development services, laboratory and related supplies, clinical costs, legal and other regulatory expenses and general overhead costs.

As of March 31, 2023, our significant contractual obligations consisted solely of rent obligations under a non-cancelable lease for our current office space in Rockville, Maryland, which, as amended, has a term through January 2025. Our total remaining obligations under this lease as of March 31, 2023 were $652,000, which reflected the original lease termination date of October 31, 2023. Subsequent to March 31, 2023, we extended the term for the lease of a portion of the original premises, for which our additional rent obligations will be an aggregate of $1.0 million.

We have no other fixed long-term obligations and we do not have significant capital expenditure requirements.

We have also entered into various agreements for services with third-party vendors, including agreements to conduct clinical trials, to manufacture products, and for consulting and other contracted services. These agreements include cancellable terms and we accrue the costs of these agreements based on estimates of work completed to date.

The successful development of any of our drug candidates is highly uncertain. As such, at this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the remainder of the development of uproleselan or our other drug candidates. We are also unable to predict when, if ever, material net cash inflows will commence from uproleselan or our other drug candidates. This is due to the numerous risks and uncertainties associated with developing drugs, including the uncertainty of:

- successful enrollment in, and completion of, clinical trials;
- receipt of marketing approvals from applicable regulatory authorities;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for drug candidates;
- launching commercial sales of drugs, if and when approved, whether alone or in collaboration with others; and
- obtaining and maintaining healthcare coverage and adequate reimbursement.

A change in the outcome of any of these variables with respect to the development of any of our drug candidates would significantly change the costs and timing associated with the development of that drug candidate. Because our drug candidates are in various stages of clinical and preclinical development and the outcome of these efforts is uncertain, we cannot estimate the actual amounts necessary to successfully complete the development and commercialization of our drug candidates or whether, or when, we may achieve profitability. Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity or debt financings and collaboration arrangements. Except for amounts that we may sell under our 2022 Sales Agreement with Cowen, and Apollomics' conditional obligations to make milestone and royalty payments to us under our existing license agreement, we do not have any committed external source of liquidity.

To the extent that we raise additional capital through the future sale of equity or debt, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our existing common stockholders. If we raise additional funds through the issuance of convertible debt securities, these securities could contain covenants that would restrict our operations.

We may require additional capital beyond our currently anticipated amounts. Additional capital may not be available on reasonable terms, or at all. If we raise additional funds through collaboration arrangements in the future, we may have to relinquish valuable rights to our drug candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our drug development or future commercialization efforts or grant rights to develop and market drug candidates that we would otherwise prefer to develop and market ourselves.

Outlook

Based on our research and development plans and our timing expectations related to the progress of our programs, we expect that our existing cash and cash equivalents will enable us to fund our operating expenses and capital expenditure requirements into late fourth quarter of 2024. We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we expect. Additionally, the process of testing drug candidates in clinical trials is costly, and the timing of progress in these trials is uncertain.

Cash Flows

The following is a summary of our cash flows for the three months ended March 31, 2023 and 2022:

	Three Months Ended March 31,	
(in thousands)	**2023**	**2022**
Net cash provided by (used in):		
Operating activities	$ (11,607)	$ (13,698)
Investing activities	(2)	(41)
Financing activities	28,741	—
Net change in cash and cash equivalents	$ 17,132	$ (13,739)

Operating Activities

Net cash used in operating activities for the three months ended March 31, 2023 and 2022 was primarily the result of ongoing commercialization efforts and clinical and manufacturing costs associated with our uproleselan clinical development programs. These cash expenses were offset by non-cash expenses for stock-based compensation, lease expense and depreciation.

Investing Activities

Net cash used in investing activities for the three months ended March 31, 2023 and 2022 was for computer and laboratory equipment and was not material.

Financing Activities

Net cash provided by financing activities during the three months ended March 31, 2023 primarily consisted of the net proceeds received from sales of our common stock under our at-the-market facility with Cowen of $28.7 million. There were no financing activities for the three months ended March 31, 2022.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Item 10 of Regulation S-K and are not required to provide the information otherwise required under this item.

ITEM 4. CONTROLS AND PROCEDURES

(a) *Evaluation of Disclosure Controls and Procedures*

The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to a company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2023, the end of the period covered by this Quarterly Report on Form 10-Q. Based upon such evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of such date at the reasonable assurance level.

(b) *Changes in Internal Controls Over Financial Reporting*

There have not been any changes in our internal controls over financial reporting during our fiscal quarter ended March 31, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we are subject to litigation and claims arising in the ordinary course of business. We are not currently a party to any material legal proceedings and we are not aware of any pending or threatened legal proceeding against us that we believe could have a material adverse effect on our business, operating results, cash flows or financial condition.

ITEM 1A. RISK FACTORS

Our business is subject to risks and events that, if they occur, could adversely affect our financial condition and results of operations and the trading price of our securities. Our risk factors as of the date of this quarterly report on Form 10-Q have not changed materially from those described in “Part I, Item 1A. Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on March 29, 2023.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Document
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-36177), filed with the Commission on January 15, 2014).
3.2	Amended and Restated Bylaws of the Registrant (incorporated herein by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K (File No. 001-36177), filed with the Commission on January 15, 2014).
4.1	Specimen stock certificate evidencing shares of Common Stock (incorporated herein by reference to Exhibit 4.2 to Amendment No. 2 to the Registrant's Registration Statement on Form S-1 (File No. 333-191567), filed with the Commission on October 31, 2013).
10.1+*	Release Agreement, dated February 13, 2023, by and between the Company and Armand Girard.
10.2+*	Transition Agreement dated February 21, 2023, by and between the Company and John Magnani, Ph.D.
10.3+*	Consulting Agreement dated March 31, 2023, by and between the Company and John Magnani, Ph.D.
10.4+*	Executive Employment Agreement, dated as of February 16, 2022, by and between the Registrant and Bruce Johnson
10.5+*	Executive Employment Agreement, dated as of February 10, 2023, by and between the Registrant and Chinmaya Rath
10.6	Third Amendment to Lease, dated April 19, 2023, by and between the Registrant and ARE-Maryland No. 45, LLC (incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 001-36177), filed with the commission on April 21, 2023.
31.1*	Certification of Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act.
31.2*	Certification of Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act.
32.1**	Certifications of Principal Executive Officer and Principal Financial Officer under Section 906 of the Sarbanes-Oxley Act.
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document)
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

+ Indicates management contract or compensatory plan.

* Filed herewith.

** These certifications are being furnished solely to accompany this quarterly report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

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.

GLYCOMIMETICS, INC.

Date: May 3, 2023

By: /s/ Brian M. Hahn
Brian M. Hahn
Senior Vice President and Chief Financial Officer
(On behalf of the Registrant and as Principal Financial Officer)

Release Agreement

This Release Agreement ("***Release***") is made by and between GlycoMimetics, Inc. (the "***Company***") and Armand Girard ("***you***"). You and the Company entered into an Amended and Restated Employment Agreement dated July 30, 2019 (the "***Employment Agreement***"). You and the Company hereby further agree as follows:

1. A blank copy of this Release was attached to the Employment Agreement as Exhibit B.

2. Separation Date and Severance Payments. Your employment was terminated by the Company for Termination Without Cause (as defined in the Employment Agreement) effective as of **January 31, 2023** (the "***Separation Date***"). In accordance with Section 9 of the Employment Agreement, in consideration for your timely execution, return and non-revocation of this Release, following the Release Date (as defined in Section 3 below) the Company will provide severance benefits to you as follows:

(a) The Company will make severance payments to you in the form of continuation of your base salary in effect on the Separation Date for **twelve (12) months** following the Separation Date (the "***Severance Pay***"). These payments will be subject to standard payroll deductions and withholdings and will be made on the Company's ordinary payroll dates, beginning with the first such regularly scheduled payroll date that is at least sixty (60) days following the Release Date (the "***Severance Pay Commencement Date***"), with the remaining installments occurring on the Company's regularly scheduled payroll dates thereafter; provided, however, that on the Severance Pay Commencement Date, the Company will pay in a lump sum the aggregate amount of the Severance Pay that the Company would have paid you through such date had the payments commenced on the first regular payroll date following the Separation Date through the Severance Pay Commencement Date, with the balance paid thereafter on the applicable schedule described above. Pursuant to Section 9.2(b)(ii) of the Employment Agreement, the Company's severance obligation shall be reduced by the amount of any salary received by you from another employer during the period you are receiving Severance Pay (such period, the "***Severance Period***"). You agree to inform the Company promptly if you obtain other employment during the Severance Period.

(b) The Company will pay the premiums of your group health insurance COBRA continuation coverage, including coverage for your eligible dependents, for a maximum period of twelve (12) months following the Separation Date (the "***COBRA Payment Period***"); provided, however, that (a) the Company shall pay premiums for you and your eligible dependents only for coverage for which you and your eligible dependents were enrolled immediately prior to the Separation Date; (b) the Company's obligation to pay such premiums shall cease immediately upon your eligibility for comparable group health insurance provided by your new employer or your no longer being eligible for COBRA during the COBRA Payment Period; and (c) the Company's obligation to pay such premiums shall be

contingent on your timely election of continued group health insurance coverage under COBRA. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company will instead pay you, on the first day of each month of the remainder of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings and deductions (such amount, the "***Special Severance Payment***").

(c) Although you are not eligible to receive any 2022 Bonus (as defined in your Employment Agreement), the Company will, as an additional severance benefit not required by the Employment Agreement, pay you a one-time lump sum payment in the amount of $82,800 which represents 50% of your Target Bonus opportunity for 2022 (the "***Bonus Severance Payment***"). The Bonus Severance Payment will be subject to applicable withholdings and deductions and will be paid to you on the second regularly scheduled ordinary payroll date to occur after the Release Date.

(d) To the extent you were entitled to exercise any stock option award as of the Separation Date, except as otherwise may be provided in an applicable award agreement you may exercise any such stock option within the period of time ending on the earlier of (i) the date that is one hundred-eighty (180) days following the Separation Date (or such longer or shorter period specified in the award agreement applicable to such stock option), and (ii) the expiration of the term of such stock option as set forth in such award agreement. If, after the Separation Date, you do not exercise any stock option that you were entitled to exercise as of the Separation Date within the foregoing applicable time frame, such stock option will terminate.

3. Release by You. In exchange for the payments and other consideration under this Release, to which you would not otherwise be entitled, and except as otherwise set forth in this Release, you hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, servants, employees, attorneys, shareholders, successors, assigns and affiliates (the "***Releasees***"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Release, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, Severance Pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law. The claims and causes of action you are releasing and waiving in this Release include, but are not limited to, any and all claims and causes of action that the Company, its parents and subsidiaries,

and its and their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors, assigns or affiliates:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;

- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended ("***ADEA***"); Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981, as amended; the Civil Rights Act of 1866; the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, Title 20; the Worker Adjustment Retraining and Notification Act; the Equal Pay Act; the Americans With Disabilities Act; the Family Medical Leave Act; the Occupational Safety and Health Act; the Immigration Reform and Control Act; the Uniform Services Employment and Reemployment Rights Act of 1994, as amended; Section 510 of the Employee Retirement Income Security Act; and the National Labor Relations Act;

- has violated any statute, public policy or common law (including but not limited to claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, you are not releasing any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company or within the course and scope of your role as a member of the Board of Directors and/or officer of the Company, to the extent applicable. Also excluded from this Release are any claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Release shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission ("EEOC"), United States Department of Labor ("DOL"), the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("***Government Agencies***"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Release does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Release does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Release. If any claim is not subject to release, to the extent permitted by law, you waive any right or ability to

be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Company parties is a party. This Release does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge claims existing as of the date you execute this Release pursuant to any such plan or agreement.

You are waiving, however, your right to any monetary recovery should any Governmental Agency or entity, such as the EEOC or the DOL, pursue any claims on your behalf. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, as amended. You also acknowledge that (i) the consideration given to you in exchange for the waiver and release in this Release is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a claim. You further acknowledge that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or claims that may arise after the execution date of this Release; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this Release; (c) you have twenty-one (21) days to consider this Release (although you may choose to voluntarily execute this Release earlier); (d) you have seven (7) days following your execution of this Release to revoke the Release; and (e) this Release shall not be effective until the date upon which the revocation period has expired unexercised, which shall be the eighth day after this Release is executed by you provided the Company has also executed the Release on or before that date (the "***Release Date***").

4. Return of Company Property. Within ten (10) days of the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property then in existence that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). **Receipt of the Severance Pay described in paragraph 2 of this Release is expressly conditioned upon return of all such Company property.**

5. Confidentiality. The provisions of this Release will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided, however,* that: (a) you may disclose this Release in confidence to your immediate family; (b) you may disclose this Release in confidence to your attorney, accountant, auditor, tax preparer, and financial advisor; and (c) you may disclose this Release insofar as such disclosure may be required by law. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the EEOC, DOL, the National Labor Relations Board, the Securities and Exchange Commission, other federal Government Agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

6. Proprietary Information, Inventions, Non-Competition and Non-Solicitation Obligations. Both during and after your employment you acknowledge your continuing obligations under your Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement ("***Employee Proprietary Information Agreement***"), attached as **Exhibit A**, not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

7. Non-Disparagement. You agree not to disparage the Company, and the Company's attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

8. No Admission. This Release does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

9. Breach. You agree that upon any material breach of this Release you will forfeit all amounts paid or owing to you under this Release. Further, you acknowledge that it may be impossible to assess the damages caused by your material violation of the terms of paragraphs 4, 5, 6, and 7 of this Release and further agree that any threatened or actual material violation or breach of those paragraphs of this Release will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Release is a material breach of this Release, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Release, the Company shall be entitled to an injunction to prevent you from violating or breaching this Release.

10. Miscellaneous. This Release, together with your Employee Proprietary Information Agreement, constitute the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Release may not be modified or amended except in a writing signed by both you and a duly

authorized officer of the Company. This Release will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Release is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Release and the provision in question will be modified by the court so as to be rendered enforceable. This Release will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Maryland as applied to contracts made and performed entirely within the State of Maryland.

GLYCOMIMETICS, INC.

By: /s/ Harout Semerjian — February 13, 2023
Harout Semerjian — Date
Chief Executive Officer

EXECUTIVE

/s/ Armand Girard — February 13, 2023
Armand Girard — Date

Exhibit A

Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement

February 14, 2023

***Modified* February 21, 2023**

John Magnani, Ph.D.
12819 Doe Lane
Gaithersburg MD 20878

E-mail: jmagnani@glycomimetics.com

Re: Transition Agreement

Dear John:

This letter sets forth the substance of the Transition Agreement (the "***Transition Agreement***" or "***Agreement***") which GlycoMimetics, Inc. (the "***Company***") is offering to you.

1. Transition Services. If you execute this Agreement by no later than 11:59 a.m. Eastern Time on February 21, 2023, then your employment with the Company will continue for a Transition Period from the date of this Agreement through March 31, 2023 (the "***Transition Period***"). If you do not timely execute this Agreement, your employment will end on February 21, 2023. If you timely sign this Agreement, the Company will not terminate your employment prior to the end of the Transition Period unless, the Company determines in its good faith, reasonable discretion that you have materially breached your obligations under this Agreement or any other agreement between you and the Company. The date your employment ends for any reason is your "***Separation Date***." During the Transition Period, you will not be expected or permitted to report to the Company's offices or to perform other duties except to answer questions to allow for an orderly transition. Your employment during the Transition Period will be at the same salary and with the same benefits in effect prior to the date of this Agreement, however, you will not be eligible to receive any 2022 bonus.

2. Transition Benefits. If you (a) execute this Agreement by no later than 11:59 a.m. Eastern Time on February 21, 2023, (b) execute the Updated Release of Claims attached to this Agreement as **Exhibit A** and made a part of this Agreement (the "***Updated Release***") on your Separation Date (which you acknowledge is more than twenty-one (21) days after your receipt of this Agreement and the Updated Release), and do not revoke your acceptance; and (c) comply with your obligations under this Agreement, then the Company will offer you the following "***Transition Benefits***":

a. The Company will offer you the Consulting Agreement attached as **Exhibit B** (the "***Consulting Agreement***"). If you execute the Consulting Agreement on the Separation Date you will begin your consulting relationship effective immediately. If you then do not execute the Updated Release on the Separation Date, or execute but then revoke your acceptance of the Updated Release, then the Consulting Agreement will automatically terminate, as described therein.

b. If you timely elect continued coverage under COBRA or, if applicable, state insurance laws, for yourself and your covered dependents under the Company's group health plans following termination, the Company shall pay the COBRA or, if applicable, the state continuation coverage, premiums to continue your (and your covered dependents, as applicable) health insurance coverage in effect on the Separation Date (such COBRA or state continuation premium the "***COBRA Premium***" or "***COBRA Premiums***") until the earliest of: (i) fifteen (15) months after the Separation Date; (ii) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (iii) the date you cease to be eligible for COBRA or state continuation coverage for any reason, including termination of the applicable health plan (such period from the termination date through the earlier of (i)-(iii), (the "***COBRA Payment Period***"). Notwithstanding the foregoing, if at any time the Company determines that its payment of the COBRA Premiums on your behalf would result in a violation of applicable law (including, but not limited to, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of paying the COBRA Premiums pursuant to this Section, the Company shall pay you on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA Premium for such respective month, subject to applicable tax withholding (such amount, the "***Special COBRA Payment***"), such Special COBRA Payment to be made without regard to the COBRA period prior to the end of the COBRA Payment Period. Nothing in this Agreement shall deprive you of your rights under COBRA or ERISA for benefits under plans and policies arising under your employment by the Company.

c. The Company will pay you severance in the amount of $40,000.00 subject to payroll deductions and withholdings, in equal installments over a three (3) month period after the Separation Date, beginning on the first regularly scheduled payroll date to occur following the Effective Date of the Updated Release.

3. Accrued Salary and Vacation. On or before the next regular payroll date following the Separation Date, the Company will pay you all accrued salary and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. You will receive these payments regardless of whether or not you sign this Agreement.

4. Benefit Plans.

If you are currently participating in the Company's group health insurance plans (*e.g.*, medical, dental, vision), your participation as an employee will end on the Separation Date. Thereafter, to the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense, subject to Section 2(b). Later, you may be able to

convert to an individual policy through the provider of the Company's health insurance, if you wish.

Your participation in Employer-Sponsored Group Life Insurance and Short and Long Term Disability Insurance will also cease as of the Separation Date.

5. Equity.

a. You were previously granted both (i) options to purchase shares of the Company's common stock and (ii) restricted stock units that settle in shares of the Company's common stock, each pursuant to the Company's Amended and Restated 2013 Equity Incentive Plan, which was effective in April 2022 (the "***Plan***") and set forth on **Exhibit C** (collectively, the "***Equity***") and stock option and restricted stock unit award agreements and any other documents between you and the Company setting forth the terms of the Equity (collectively, the "***Equity Documents***").

b. If you timely return this fully signed Agreement to the Company, timely execute and do not revoke the Updated Release, and execute the Consulting Agreement on the Separation Date, then notwithstanding anything to the contrary set forth in the Plan or the Equity Documents (i) the Equity will remain outstanding and the unvested shares subject to the Equity will continue to be eligible to vest following the Separation Date while the Consulting Agreement is in effect, in accordance with the vesting schedules applicable to such Equity and dependent upon your Continuous Service (as defined in Section 13(o) of the Plan) as a consultant pursuant to the terms of the Consulting Agreement, and (ii) the Equity will cease vesting upon the termination of your Continuous Service. Your right to exercise as to any vested options is as set forth in Section 5(g) of the Plan and as of the date of this Agreement, 710,538 shares subject to the options set forth on **Exhibit C** are vested and exercisable, and must be exercised three months after the termination of Continued Services pursuant to Section 5(g) of the Plan.

6. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement and the Consulting Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date. Without limiting the scope of the foregoing, and for the avoidance of doubt, if you sign the Consulting Agreement, you will not be eligible to participate in any Company benefit programs maintained by the Company for its employees, unless otherwise explicitly specified in this Agreement.

7. Expense Reimbursements. You agree that, within ten (10) days following the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for reasonable business expenses pursuant to its regular business practice.

8. Return of Company Property. By the Separation Date, or sooner if requested by the Company, you agree to return to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not

limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). Please coordinate return of Company property with Christian Dinneen-Long. **Receipt of the Transition Benefits is expressly conditioned upon return of all Company Property.** The Company will work with you to arrange for the return of your personal belongings still at its worksite.

9. Proprietary Information and Post-Termination Obligations. Both during and after your employment you acknowledge your continuing obligations under your Compliance Agreement not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. A copy of your Compliance Agreement is attached hereto as **Exhibit D**. If you have any doubts as to the scope of the restrictions in your agreement, you should contact Christian Dinneen-Long, immediately to assess your compliance. As you know, the Company will enforce its contract rights. Please familiarize yourself with the enclosed agreement which you signed. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

10. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided*, *however*, that: (a) you may disclose this Agreement to your immediate family; (b) you may disclose this Agreement in confidence to your attorney, accountant, auditor, tax preparer, and financial advisor; and (c) you may disclose this Agreement insofar as such disclosure may be required by law. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. For avoidance of doubt, nothing herein shall restrict your ability to disclose the Compliance Agreement to any prospective employer, subsequent employer or other third party to whom you are providing (or planning to provide) services.

11. Non-Disparagement. Both you and the Company agree not to disparage the other party, and the other party's attorneys, directors, managers, partners, employees, shareholders, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both you and the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process. The Company's obligations under this Section are limited to Company representatives with knowledge of this provision (*i.e.,* the Company's executive officers). Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations

Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

12. Cooperation after Termination. During the time that you are receiving benefits under this Agreement and the Consulting Agreement, you agree to cooperate fully with the Company in all matters relating to the transition of your work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company, by making yourself reasonably available during regular business hours.

13. Release. In exchange for the payments and other consideration under this Agreement, to which you would not otherwise be entitled, and except as otherwise set forth in this Agreement, you, on behalf of yourself and, to the extent permitted by law, on behalf of your spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on your behalf (collectively, the "***Employee Parties***"), hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers and affiliates (the "***Company Parties***") of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys' fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims under the Amended and Restated Executive Employment Agreement between you and the Company effective July 30, 2019 (the "***Employment Agreement***"); claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a "***Claim***" and collectively "***Claims***"). The Claims you are releasing and waiving in this Agreement include, but are not limited to, any and all Claims that any of the Company Parties:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;

- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Americans With Disabilities Act; the Genetic Information Nondiscrimination Act; the Family and Medical Leave Act;

the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, tit. 20; the Employee Retirement Income Security Act; the Employee Polygraph Protection Act; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Lilly Ledbetter Fair Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit Reporting Act; and the National Labor Relations Act;

- has violated any statute, public policy or common law (including but not limited to Claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, other than events expressly contemplated by this Agreement you do not waive or release rights or Claims that may arise from events that occur after the date this waiver is executed and you are not releasing any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company or within the course and scope of your role as an employee of the Company. Also excluded from this Agreement are any Claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Agreement shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("***Government Agencies***"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Agreement does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Agreement. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Agreement does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Agreement pursuant to any such plan or agreement.

14. Your Acknowledgments and Affirmations. You acknowledge and agree that (i) the consideration given to you in exchange for the waiver and release in this Agreement is in

addition to anything of value to which you were already entitled; (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a Claim; (iii) you have been given sufficient time to consider this Agreement and consult an attorney or advisor of your choosing; and (iv) you are knowingly and voluntarily executing this Agreement waiving and releasing any Claims you may have as of the date you execute it. You affirm that all of the decisions of the Company Parties regarding your pay and benefits through the date of your execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. You affirm that you have not filed or caused to be filed, and are not presently a party to, a Claim against any of the Company Parties. You further affirm that you have no known workplace injuries or occupational diseases.

15. No Admission. This Agreement does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

16. Breach. You agree that upon any material breach of Sections 8, 9, 10, 11 or 12 this Agreement, as determined by the Company in its reasonable, good faith discretion, you will forfeit all amounts paid or owing to you under this Agreement. Further, you acknowledge that it may be impossible to assess the damages caused by your violation of the terms of Sections 8, 9, 10, 11 and 12 of this Agreement and further agree that any threatened or actual violation or breach of those Sections of this Agreement will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Agreement is a material breach of this Agreement, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Agreement, the Company shall be entitled to an injunction to prevent you from violating or breaching this Agreement. You agree that if the Company is successful in whole or part in any legal or equitable action against you under this Agreement, you agree to pay all of the costs, including reasonable attorneys' fees, incurred by the Company in enforcing the terms of this Agreement.

17. Miscellaneous. This Agreement, including Exhibits A, B, C and D, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Maryland as applied to contracts made and to be performed entirely within Maryland.

If this Agreement is acceptable to you, please sign and date below by no later than 11:59 a.m. Eastern Time on February 21, 2023, and then send me the fully signed Agreement.

I thank you for your efforts to date on behalf of the Company and thank you in advance for your cooperation in successfully completing the Transition Period. I also wish you good luck in your future endeavors.

[Signatures to follow on next page]

Sincerely,

GLYCOMIMETICS, INC.

By: /s/ Harout Semerjian
Name: Harout Semerjian
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

/s/ John Magnani
John Magnani, Ph.D.

Exhibit A – Updated Release of Claims

Exhibit B – Consulting Agreement

Exhibit C – Equity

Exhibit D – Compliance Agreement

Exhibit A
Updated Release of Claims

GlycoMimetics, Inc. (the "***Company***") and John Magnani, Ph.D. (the "***Employee***") entered into a Transition Agreement dated February 21, 2023 ("***Agreement***"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement. The parties to that Agreement hereby further agree as follows:

1. A blank copy of this Updated Release of Claims ("***Updated Release***") was attached to the Agreement as Exhibit A, which Employee received on February 14, 2023.

2. In consideration of the provision to the Employee of the Transition Benefits (cash severance, COBRA premiums and payments and the consulting opportunity) described in and as defined in Section 2 of the Agreement for which the Employee becomes eligible only if the Employee signs this Updated Release and does not revoke the Employee's acceptance, the Employee, on behalf of the Employee and, to the extent permitted by law, on behalf of the Employee's spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on the Employee's behalf (collectively, the "***Employee Parties***"), hereby generally and completely releases, acquits and forever discharges the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers and affiliates (the "***Company Parties***") of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys' fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Updated Release, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with the Employee's employment with the Company or the termination of that employment; claims under the Employment Agreement; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a "***Claim***" and collectively "***Claims***"). The Claims the Employee is releasing and waiving in this Updated Release include, but are not limited to, any and all Claims that any of the Company Parties:

* has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;

* has discriminated against the Employee on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended ("***ADEA***"); Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Americans

With Disabilities Act; the Genetic Information Nondiscrimination Act; the Family and Medical Leave Act; the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, tit. 20; the Employee Retirement Income Security Act; the Employee Polygraph Protection Act; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Lilly Ledbetter Fair Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit Reporting Act; and the National Labor Relations Act;

* has violated any statute, public policy or common law (including but not limited to Claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to the Employee or any member of the Employee's family and/or promissory estoppel).

Notwithstanding the foregoing, other than events expressly contemplated by this Updated Release, the Employee does not waive or release rights or Claims that may arise from events that occur after the date this waiver is executed, and the Employee is not releasing any right of indemnification the Employee may have for any liabilities arising from the Employee's actions within the course and scope of the Employee's employment with the Company or within the course and scope of the Employee's role as an employee of the Company. In addition, the Employee is not waiving any rights the Employee may have to unemployment compensation. Also excluded from this Updated Release are any Claims which cannot be waived by law, including, without limitation, any rights the Employee may have under applicable workers' compensation laws and the Employee's right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Updated Release shall prevent the Employee from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("***Government Agencies***"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. The Employee further understands this Updated Release does not limit the Employee's ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Updated Release does not limit the Employee's right to receive an award for information provided to the Securities and Exchange Commission, the Employee understands and agrees that, the Employee is otherwise waiving, to the fullest extent permitted by law, any and all rights the Employee may have to individual relief based on any Claims that the Employee has released and any rights the Employee has waived by signing this Updated Release. If any Claim is not subject to release, to the extent permitted by law, the Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Updated Release does not abrogate the Employee's existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company;

however, it does waive, release and forever discharge Claims existing as of the date the Employee executes this Updated Release pursuant to any such plan or agreement.

3. The Employee acknowledges that the Employee is knowingly and voluntarily waiving and releasing any and all rights the Employee may have under the ADEA, as amended. The Employee also acknowledges and agrees that (i) the consideration given to the Employee in exchange for the waiver and release in this Updated Release is in addition to anything of value to which the Employee was already entitled, and (ii) that the Employee has been paid for all time worked, has received all the leave, leaves of absence and leave benefits and protections for which the Employee is eligible, and has not suffered any on-the-job injury for which the Employee has not already filed a Claim. The Employee affirms that all of the decisions of the Company Parties regarding the Employee's pay and benefits through the date of the Employee's execution of this Updated Release were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. The Employee affirms that the Employee has not filed or caused to be filed, and is not presently a party to, a Claim against any of the Company Parties. The Employee further affirms that the Employee has no known workplace injuries or occupational diseases. The Employee acknowledges and affirms that the Employee has not been retaliated against for reporting any allegation of corporate fraud or other wrongdoing by any of the Company Parties, or for exercising any rights protected by law, including any rights protected by the Fair Labor Standards Act, the Family Medical Leave Act or any related statute or local leave or disability accommodation laws, or any applicable state workers' compensation law. The Employee further acknowledges and affirms that the Employee has been advised by this writing that: (a) the Employee's waiver and release do not apply to any rights or Claims that may arise after the execution date of this Updated Release; (b) the Employee has been advised hereby that the Employee has the right to consult with an attorney prior to executing this Updated Release; (c) the Employee has been given at least twenty-one (21) days from receipt to consider this Updated Release; (d) the Employee has seven (7) days following the Employee's execution of this Updated Release to revoke this Updated Release; and (e) this Updated Release shall not be effective until the date upon which the revocation period has expired unexercised, which shall be the eighth day after this Updated Release is executed by the Employee.

4. The parties agree that this Updated Release is a part of the Agreement.

[signatures to follow on next page]

GLYCOMIMETICS, INC.

By: _____
Name: Harout Semerjian
Title: President and Chief Executive Officer

_____
John Magnani, Ph.D.

_____
Date

Exhibit B

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "***Agreement***") by and between GlycoMimetics, Inc. ("***Client"***) and John Magnani, Ph.D., an individual ("***Consultant***") is effective as of March 31, 2023 (the "***Effective Date***").

RECITALS

WHEREAS the parties desire for the Client to engage Consultant to perform the services described herein and for Consultant to provide such services on the terms and conditions described herein; and

WHEREAS, the parties desire to use Consultant's independent skill and expertise pursuant to this Agreement as an independent contractor;

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Engagement of Services. Consultant agrees to provide consulting services as an advisor to the Company at the request of the President and Chief Executive Officer, or his or her designee (the "***Executive***") of the Client. Consultant agrees to exercise the highest degree of professionalism and utilize his expertise and creative talents in performing these services. Consultant agrees to make himself reasonably available to perform such consulting services throughout the Consulting Period (as defined in Section 14.1), and to be reasonably available to meet with the Client. The parties acknowledge that Consultant may maintain a full-time employment schedule while providing services hereunder.

2. Compensation. In consideration for the services rendered pursuant to this Agreement and for the assignment of certain of Consultant's right, title and interest pursuant hereto, the Client will permit Consultant's Equity (as defined in the "***Transition Agreement***" dated February 21, 2023, to which this Agreement is attached as Exhibit B) to continue vesting. All matters of vesting and exercisability of Consultant's Equity shall be as governed by Section 5 of the Transition Agreement and the terms of the Plan and Equity Documents (each as defined in the Transition Agreement).

3. Ownership of Work Product. Consultant hereby irrevocably assigns, grants and conveys to Client all right, title and interest now existing or that may exist in the future in and to any document, development, work product, know-how, design, processes, invention, technique, trade secret, or idea, and all intellectual property rights related thereto, that is created by Consultant, to which Consultant contributes, or which relates to Consultant's services provided pursuant to this Agreement (the "***Work Product***"), including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto. Consultant agrees that any and all Work Product shall be and remain the property of Client. Consultant will immediately disclose to the Client all Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such

assignment. In the event that Consultant does not, for any reason, execute such documents within a reasonable time of Client's request, Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. Consultant shall not attempt to register any works created by Consultant pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry. Consultant retains no rights in the Work Product and agrees not to challenge Client's ownership of the rights embodied in the Work Product. Consultant further agrees to assist Client in every proper way to enforce Client's rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Client may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Client's rights relating to the Work Product.

4. Artist's, Moral, and Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product which cannot be assigned (the "***Non-Assignable Rights***"), Consultant agrees to waive enforcement worldwide of such rights against Client. In the event that Consultant has any such rights that cannot be assigned or waived Consultant hereby grants to Client a royalty-free, paid-up, exclusive, worldwide, irrevocable, perpetual license under the Non-Assignable Rights to (i) use, make, sell, offer to sell, have made, and further sublicense the Work Product, and (ii) reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed.

5. Representations and Warranties. Consultant represents and warrants that: (a) Consultant has the full right and authority to enter into this Agreement and perform his obligations hereunder; (b) Consultant has the right and unrestricted ability to assign the Work Product to Client as set forth in Sections 3 and 4 (including without limitation the right to assign any Work Product created by Consultant's employees or contractors); (c) the Work Product has not heretofore been published in its entirety; and (d) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law. Consultant agrees to indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 5.

6. Independent Contractor Relationship. Consultant is an independent contractor and not an employee of the Client. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The manner and means by which Consultant chooses to complete the consulting services are in Consultant's sole discretion and control. In completing the consulting services, Consultant agrees to provide his own equipment, tools and other materials at his own expense. Consultant is not authorized to represent that he is an agent, employee, or legal representative of the Client. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client or incur any liabilities or obligations of any kind in the name of or on behalf of the Client. Consultant shall be free at all times to arrange the time and manner of performance of the consulting services. Consultant is not required to maintain any schedule of duties or assignments. Consultant is also

not required to provide reports to the Client. In addition to all other obligations contained herein, Consultant agrees: (a) to proceed with diligence and promptness and hereby warrants that such services shall be performed in accordance with the highest professional standards in the field to the satisfaction of the Client; and (b) to comply, at Consultant's own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder.

7. Consultant's Responsibilities. As an independent contractor, the mode, manner, method and means used by Consultant in the performance of services shall be of Consultant's selection and under the sole control and direction of Consultant. Consultant shall be responsible for all risks incurred in the operation of Consultant's business and shall enjoy all the benefits thereof. Any persons employed by or subcontracting with Consultant to perform any part of Consultant's obligations hereunder shall be under the sole control and direction of Consultant and Consultant shall be solely responsible for all liabilities and expenses thereof. The Client shall have no right or authority with respect to the selection, control, direction, or compensation of such persons.

8. Tax Treatment. Consultant and the Client agree that the Client will treat Consultant as an independent contractor for purposes of all tax laws (local, state and federal) and file forms consistent with that status. Consultant agrees, as an independent contractor, that neither he nor his employees are entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits in the event that Consultant, or any employee of Consultant, is injured in any manner while performing obligations under this Agreement.

9. No Employee Benefits. Except as otherwise described in the Transition Agreement, Consultant acknowledges and agrees that neither he nor anyone acting on his behalf shall receive any employee benefits of any kind from the Client. Consultant (and Consultant's agents, employees, and subcontractors) is excluded from participating in any fringe benefit plans or programs as a result of the performance of services under this Agreement, without regard to Consultant's independent contractor status. In addition, Consultant (on behalf of himself and on behalf of Consultant's agents, employees, and contractors) waives any and all rights, if any, to participation in any of the Client's fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by the Client to its employees.

10. Expenses and Liabilities. Consultant agrees that as an independent contractor, he is solely responsible for all expenses (and profits/losses) he incurs in connection with the performance of services. Consultant understands that he will not be reimbursed for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by the Client. In addition, the Client does not guarantee to Consultant that fees derived from Consultant's business will exceed Consultant's costs.

11. Non-Exclusivity. The Client reserves the right to engage other consultants to perform services, without giving Consultant a right of first refusal or any other exclusive rights. Consultant reserves the right to perform services for other persons, provided that the performance

of such services do not conflict or interfere with services provided pursuant to or obligations under this Agreement.

12. No Conflict of Interest. During the term of this Agreement, unless written permission is given by the Executive, Consultant will not accept work, enter into a contract, or provide services to any third party that provides products or services which compete with the products or services provided by the Client nor may Consultant enter into any agreement or perform any services which would conflict or interfere with the services provided pursuant to or the obligations under this Agreement. Consultant warrants that there is no other contract or duty on his part that prevents or impedes Consultant's performance under this Agreement. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

13. Confidential Information. Consultant agrees to hold Client's Confidential Information (as defined below) in strict confidence and not to disclose such Confidential Information to any third parties. Consultant also agrees not to use any of Client's Confidential Information for any purpose other than performance of Consultant's services hereunder. "***Confidential Information***" as used in this Agreement shall mean all information disclosed by Client to Consultant, or otherwise, regarding Client or its business obtained by Consultant pursuant to services provided under this Agreement that is not generally known in the Client's trade or industry and shall include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; and (d) any information regarding the skills and compensation of employees, contractors or other agents of the Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Consultant's obligations set forth in this Section shall not apply with respect to any portion of the Confidential Information that Consultant can document by competent proof that such portion: (i) is in the public domain through no fault of Consultant; (ii) has been rightfully independently communicated to Consultant free of any obligation of confidence; or (iii) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. In addition, Consultant may disclose Client's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of such Confidential Information. Consultant's duty of confidentiality under this Agreement does not amend or abrogate in any manner Consultant's continuing duties under any prior agreement between Consultant and Client. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to discuss Consultant's engagement with the Client or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of

Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency or to discuss the terms and conditions of Consultant's engagement with others to the extent expressly permitted by applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure. Further, notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

14. Term and Termination.

14.1 Term. The term of this Agreement and the "***Consulting Period***" is for fifteen (15) months from the Effective Date set forth above, unless earlier terminated as provided in this Agreement.

14.2 Termination.

(a) Automatic Termination. If Consultant (i) fails to timely return the Transition Agreement to the Company, or (ii) fails to timely execute the Updated Release attached as Exhibit A to the Transition Agreement (the "***Updated Release***"), then this Agreement will automatically terminate effective as of the Separation Date (as defined in the Transition Agreement), and no benefits will be due to Consultant under this Agreement. If Consultant revokes his acceptance of the Updated Release within seven (7) days after executing the Updated Release, then this Agreement will automatically terminate on the day of such revocation and no benefits will be due to Consultant under this Agreement.

(b) Termination upon Material Breach. The Client may terminate this Agreement before its expiration immediately if, Client determines in its reasonable, good faith discretion, that Consultant materially breaches the Agreement. The parties agree that a "***Material Breach***" by Consultant shall occur if he: (i)breaches any material obligations of this Agreement, the Transition Agreement or the Compliance Agreement, or (ii) violates local, state, or federal laws. For avoidance of doubt, it shall not constitute a material breach if Consultant becomes employed or otherwise provides services to or on behalf of an entity other than the Client during the Consulting Period so long as any such activity does not conflict with Consultant's continuing obligations to Client under the Compliance Agreement or the Transition Agreement.

14.3 Effect of Termination. Upon any termination or expiration of this Agreement, Consultant (i) shall immediately discontinue all use of Client's Confidential Information delivered under this Agreement; (ii) shall delete any such Client Confidential Information from Consultant's computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) shall return to Client, or, at Client's option, destroy, all copies of such Confidential Information then in Consultant's possession. In the event that either Consultant or the Client terminates this Agreement, or the Term otherwise ends, vesting of the

Equity shall cease immediately and Consultant's right to exercise will be as set forth in the Equity Documents.

14.4 Survival. The rights and obligations contained in Sections 3-6, 8-9, 12, 14.3, 14.4, and 15-21 will survive any termination or expiration of this Agreement.

15. Successors and Assigns. Consultant may not subcontract or otherwise delegate his obligations under this Agreement without Client's prior written consent. Client may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's subcontractors or delegatees.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by overnight courier upon written verification of receipt; or (ii) by telecopy, email, or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

17. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Maryland, as such laws are applied to agreements entered into and to be performed entirely within Maryland between Maryland residents. Any suit involving this Agreement shall be brought in a court sitting in Maryland. The parties agree that venue shall be proper in such courts, and that such courts will have personal jurisdiction over them.

18. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

19. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

20. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate and attorney's fees).

21. Entire Agreement. This Agreement is being entered into as part of the Transition Agreement between the Client and Consultant, and is contingent upon Consultant's execution of the Transition Agreement and Consultant's execution and non-revocation of the Updated Release. This Agreement, the Transition Agreement, and the exhibits to the Transition Agreement, constitute the entire understanding of the parties relating to the subject matter and supersede any previous oral or written communications, representations, understanding, or agreement between the parties concerning such subject matter. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by Consultant and the Client..

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

GLYCOMIMETICS, INC.

By: _____
Name: Harout Semerjian
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

_____
John Magnani, Ph.D.

Exhibit C

Equity Awards (as of February 20, 2023)

Stock Options

Grant Date	Exercise Price	ISO/NSO	Total Number of Shares Originally Subject to Option	Vested	Unvested	Vesting Schedule for Unvested	Expiration Date
1/10/2014	$8.00	ISO	41,022	41,022	0	n/a	1/9/2024
1/10/2014	$8.00	NSO	128,016	128,016	0	n/a	1/9/2024
1/8/2015	$7.15	ISO	11,524	11,524	0	n/a	1/7/2025
1/8/2015	$7.15	NSO	59,476	59,476	0	n/a	1/7/2025
1/7/2016	$5.22	NSO	71,000	71,000	0	n/a	1/6/2026
1/4/2017	$6.33	NSO	75,000	75,000	0	n/a	1/3/2027
1/10/2018	$20.03	NSO	75,000	75,000	0	n/a	1/9/2028
1/17/2019	$10.59	NSO	100,000	100,000	0	n/a	1/16/2029
1/22/2020	$4.72	NSO	120,000	90,000	30,000	Monthly through 1/22/24	1/21/1930
1/20/2021	$3.81	NSO	69,000	34,500	34,500	Monthly through 1/20/25	1/19/1931
1/21/2022	$1.11	NSO	100,000	25,000	75,000	Monthly through 1/20/26	1/20/1932
1/21/2022	$1.11	PSO	25,000	0	25,000	(1)	1/20/1932
TOTAL:				710,538	164,500		

(1) 50% of the shares underlying this option will vest upon FDA approval of uproleselan as a treatment for relapsed/refractory acute myeloid leukemia and the remainder will vest upon the first commercial sale of uproleselan in the United States or abroad, subject in each case to Continued Service through the applicable vesting date.

Restricted Stock Units

Grant Date	Total Number of Shares Originally Subject to RSU	Vested and Previously Settled as Shares	Unvested and Outstanding	Vesting Schedule for Outstanding
1/20/21	34,500	17,250	17,250	50% on 1/20/24 and 50% on 1/20/25

Exhibit D

Compliance Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "***Agreement***") by and between GlycoMimetics, Inc. ("***Client"***) and John Magnani, Ph.D., an individual ("***Consultant***") is effective as of March 31, 2023 (the "***Effective Date***").

RECITALS

WHEREAS the parties desire for the Client to engage Consultant to perform the services described herein and for Consultant to provide such services on the terms and conditions described herein; and

WHEREAS, the parties desire to use Consultant's independent skill and expertise pursuant to this Agreement as an independent contractor;

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Engagement of Services. Consultant agrees to provide consulting services as an advisor to the Company at the request of the President and Chief Executive Officer, or his or her designee (the "***Executive***") of the Client. Consultant agrees to exercise the highest degree of professionalism and utilize his expertise and creative talents in performing these services. Consultant agrees to make himself reasonably available to perform such consulting services throughout the Consulting Period (as defined in Section 14.1), and to be reasonably available to meet with the Client. The parties acknowledge that Consultant may maintain a full-time employment schedule while providing services hereunder.

2. Compensation. In consideration for the services rendered pursuant to this Agreement and for the assignment of certain of Consultant's right, title and interest pursuant hereto, the Client will permit Consultant's Equity (as defined in the "***Transition Agreement***" dated February 21, 2023, to which this Agreement is attached as Exhibit B) to continue vesting. All matters of vesting and exercisability of Consultant's Equity shall be as governed by Section 5 of the Transition Agreement and the terms of the Plan and Equity Documents (each as defined in the Transition Agreement).

3. Ownership of Work Product. Consultant hereby irrevocably assigns, grants and conveys to Client all right, title and interest now existing or that may exist in the future in and to any document, development, work product, know-how, design, processes, invention, technique, trade secret, or idea, and all intellectual property rights related thereto, that is created by Consultant, to which Consultant contributes, or which relates to Consultant's services provided pursuant to this Agreement (the "***Work Product***"), including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto. Consultant agrees that any and all Work Product shall be and remain the property of Client. Consultant will immediately disclose to the Client all Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such

assignment. In the event that Consultant does not, for any reason, execute such documents within a reasonable time of Client's request, Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. Consultant shall not attempt to register any works created by Consultant pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry. Consultant retains no rights in the Work Product and agrees not to challenge Client's ownership of the rights embodied in the Work Product. Consultant further agrees to assist Client in every proper way to enforce Client's rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Client may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Client's rights relating to the Work Product.

4. Artist's, Moral, and Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product which cannot be assigned (the "***Non-Assignable Rights***"), Consultant agrees to waive enforcement worldwide of such rights against Client. In the event that Consultant has any such rights that cannot be assigned or waived Consultant hereby grants to Client a royalty-free, paid-up, exclusive, worldwide, irrevocable, perpetual license under the Non-Assignable Rights to (i) use, make, sell, offer to sell, have made, and further sublicense the Work Product, and (ii) reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed.

5. Representations and Warranties. Consultant represents and warrants that: (a) Consultant has the full right and authority to enter into this Agreement and perform his obligations hereunder; (b) Consultant has the right and unrestricted ability to assign the Work Product to Client as set forth in Sections 3 and 4 (including without limitation the right to assign any Work Product created by Consultant's employees or contractors); (c) the Work Product has not heretofore been published in its entirety; and (d) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law. Consultant agrees to indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 5.

6. Independent Contractor Relationship. Consultant is an independent contractor and not an employee of the Client. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The manner and means by which Consultant chooses to complete the consulting services are in Consultant's sole discretion and control. In completing the consulting services, Consultant agrees to provide his own equipment, tools and other materials at his own expense. Consultant is not authorized to represent that he is an agent, employee, or legal representative of the Client. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client or incur any liabilities or obligations of any kind in the name of or on behalf of the Client. Consultant shall be free at all times to arrange the time and manner of performance of the consulting services. Consultant is not required to maintain any schedule of duties or assignments. Consultant is also not required to provide reports to the Client. In addition to all other obligations contained herein,

Consultant agrees: (a) to proceed with diligence and promptness and hereby warrants that such services shall be performed in accordance with the highest professional standards in the field to the satisfaction of the Client; and (b) to comply, at Consultant's own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder.

7. Consultant's Responsibilities. As an independent contractor, the mode, manner, method and means used by Consultant in the performance of services shall be of Consultant's selection and under the sole control and direction of Consultant. Consultant shall be responsible for all risks incurred in the operation of Consultant's business and shall enjoy all the benefits thereof. Any persons employed by or subcontracting with Consultant to perform any part of Consultant's obligations hereunder shall be under the sole control and direction of Consultant and Consultant shall be solely responsible for all liabilities and expenses thereof. The Client shall have no right or authority with respect to the selection, control, direction, or compensation of such persons.

8. Tax Treatment. Consultant and the Client agree that the Client will treat Consultant as an independent contractor for purposes of all tax laws (local, state and federal) and file forms consistent with that status. Consultant agrees, as an independent contractor, that neither he nor his employees are entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits in the event that Consultant, or any employee of Consultant, is injured in any manner while performing obligations under this Agreement.

9. No Employee Benefits. Except as otherwise described in the Transition Agreement, Consultant acknowledges and agrees that neither he nor anyone acting on his behalf shall receive any employee benefits of any kind from the Client. Consultant (and Consultant's agents, employees, and subcontractors) is excluded from participating in any fringe benefit plans or programs as a result of the performance of services under this Agreement, without regard to Consultant's independent contractor status. In addition, Consultant (on behalf of himself and on behalf of Consultant's agents, employees, and contractors) waives any and all rights, if any, to participation in any of the Client's fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by the Client to its employees.

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11. Non-Exclusivity. The Client reserves the right to engage other consultants to perform services, without giving Consultant a right of first refusal or any other exclusive rights. Consultant reserves the right to perform services for other persons, provided that the performance of such services do not conflict or interfere with services provided pursuant to or obligations under this Agreement.

12. No Conflict of Interest. During the term of this Agreement, unless written permission is given by the Executive, Consultant will not accept work, enter into a contract, or provide services to any third party that provides products or services which compete with the products or services provided by the Client nor may Consultant enter into any agreement or perform any services which would conflict or interfere with the services provided pursuant to or the obligations under this Agreement. Consultant warrants that there is no other contract or duty on his part that prevents or impedes Consultant's performance under this Agreement. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

13. Confidential Information. Consultant agrees to hold Client's Confidential Information (as defined below) in strict confidence and not to disclose such Confidential Information to any third parties. Consultant also agrees not to use any of Client's Confidential Information for any purpose other than performance of Consultant's services hereunder. "***Confidential Information***" as used in this Agreement shall mean all information disclosed by Client to Consultant, or otherwise, regarding Client or its business obtained by Consultant pursuant to services provided under this Agreement that is not generally known in the Client's trade or industry and shall include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; and (d) any information regarding the skills and compensation of employees, contractors or other agents of the Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Consultant's obligations set forth in this Section shall not apply with respect to any portion of the Confidential Information that Consultant can document by competent proof that such portion: (i) is in the public domain through no fault of Consultant; (ii) has been rightfully independently communicated to Consultant free of any obligation of confidence; or (iii) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. In addition, Consultant may disclose Client's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of such Confidential Information. Consultant's duty of confidentiality under this Agreement does not amend or abrogate in any manner Consultant's continuing duties under any prior agreement between Consultant and Client. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to discuss Consultant's engagement with the Client or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency or to discuss the terms and conditions of Consultant's engagement with others to the extent expressly permitted by applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar

provisions that protect such disclosure. Further, notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

14. Term and Termination.

14.1 Term. The term of this Agreement and the "***Consulting Period***" is for fifteen (15) months from the Effective Date set forth above, unless earlier terminated as provided in this Agreement.

14.2 Termination.

(a) Automatic Termination. If Consultant (i) fails to timely return the Transition Agreement to the Company, or (ii) fails to timely execute the Updated Release attached as Exhibit A to the Transition Agreement (the "***Updated Release***"), then this Agreement will automatically terminate effective as of the Separation Date (as defined in the Transition Agreement), and no benefits will be due to Consultant under this Agreement. If Consultant revokes his acceptance of the Updated Release within seven (7) days after executing the Updated Release, then this Agreement will automatically terminate on the day of such revocation and no benefits will be due to Consultant under this Agreement.

(b) Termination upon Material Breach. The Client may terminate this Agreement before its expiration immediately if, Client determines in its reasonable, good faith discretion, that Consultant materially breaches the Agreement. The parties agree that a "***Material Breach***" by Consultant shall occur if he: (i)breaches any material obligations of this Agreement, the Transition Agreement or the Compliance Agreement, or (ii) violates local, state, or federal laws. For avoidance of doubt, it shall not constitute a material breach if Consultant becomes employed or otherwise provides services to or on behalf of an entity other than the Client during the Consulting Period so long as any such activity does not conflict with Consultant's continuing obligations to Client under the Compliance Agreement or the Transition Agreement.

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15. Successors and Assigns. Consultant may not subcontract or otherwise delegate his obligations under this Agreement without Client's prior written consent. Client may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's subcontractors or delegatees.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by overnight courier upon written verification of receipt; or (ii) by telecopy, email, or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

17. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Maryland, as such laws are applied to agreements entered into and to be performed entirely within Maryland between Maryland residents. Any suit involving this Agreement shall be brought in a court sitting in Maryland. The parties agree that venue shall be proper in such courts, and that such courts will have personal jurisdiction over them.

18. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

19. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

20. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate and attorney's fees).

21. Entire Agreement. This Agreement is being entered into as part of the Transition Agreement between the Client and Consultant, and is contingent upon Consultant's execution of the Transition Agreement and Consultant's execution and non-revocation of the Updated Release. This Agreement, the Transition Agreement, and the exhibits to the Transition Agreement, constitute the entire understanding of the parties relating to the subject matter and supersede any previous oral or written communications, representations, understanding, or agreement between the parties concerning such subject matter. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by Consultant and the Client..

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

GLYCOMIMETICS, INC.

By: /s/ Harout Semerjian
Name: Harout Semerjian
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

/s/ John Magnani
John Magnani, Ph.D.

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (the "***Agreement***") is entered into effective February 16, 2022 (the "***Effective Date***"), by and between Bruce Johnson and GlycoMimetics, Inc. (the "***Company***").

WHEREAS, the Company desires to employ Executive to provide personal services to the Company, and Executive wishes to continue to be employed by the Company and provide personal services to the Company in return for certain compensation and benefits.

Accordingly, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

EMPLOYMENT BY THE COMPANY.

Term. The term of employment hereunder will be for the four year period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date, subject to termination prior thereto pursuant to Sections 5, 6, 7, 8 or 9 below. Unless the Company gives notice of its intent not to renew Executive's employment hereunder, or Executive gives written notice to the Company of Executive's determination not to renew Executive's service and employment hereunder, in any case at least sixty (60) days prior to the fourth anniversary of the Effective Date, this Agreement, and Executive's employment by the Company hereunder, shall be renewed for one year from that anniversary. Thereafter, unless the Company or Executive gives written notice of determination not to renew at least sixty (60) days prior to the next succeeding anniversary of the Effective Date, this Agreement shall be renewed for one year from that anniversary. The term "***Service Period***" shall mean the four year period provided for in this Section 1.1 and any extension thereof, or any shorter period resulting from any termination of service under Sections 5, 6, 7, 8 or 9 hereof.

Position. Executive will be assigned initially to the position of Senior Vice President and Chief Commercial Officer of the Company. During the term of Executive's employment with the Company, Executive will devote Executive's best efforts and substantially all of Executive's business time and attention to the business of the Company.

Duties. Executive will report to the Chief Executive Officer and/or such other Company executives designated by the Chief Executive Officer, performing such duties as are normally associated with Executive's then current position and such duties as are assigned to Executive from time to time, subject to the oversight and direction of the Chief Executive Officer or any applicable designee. Executive shall perform Executive's duties under this Agreement principally out of the Company's Rockville, Maryland location, or such other location as assigned, and during the Service Period will be expected to work in the Company's Rockville, Maryland office a minimum of every other week for at least three (3) consecutive days during each such week (each such three-day period, the "***Executive In-Person Period***"). In addition, Executive shall make such business trips to such places as may be necessary or advisable for the efficient

operations of the Company, and may be required to attend meetings in Rockville, Maryland on days that are in addition to the foregoing scheduled days.

Company Policies and Benefits. The employment relationship between the parties shall also be subject to the Company's personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion. Executive will be eligible to participate on the same basis as similarly situated employees in the Company's benefit plans in effect from time to time during Executive's employment. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. Notwithstanding the foregoing, in the event that the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

Time to be Devoted to Service. Except for reasonable vacations, absences due to temporary illness, and activities that may be mutually agreed to by the parties, Executive shall devote Executive's entire time, attention and energies during normal business hours and such evenings and weekends as may be reasonably required for the discharge of Executive's duties to the business of the Company during the Service Period. During the Service Period, Executive will not be engaged in any other business activity, which, in the reasonable judgment of the Chairperson of the Board of Directors of the Company, conflicts with the duties of Executive hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage. The Company further acknowledges and agrees that, subject to the prior written approval by a majority of the Board of Directors (which majority shall exclude Executive if Executive is a then current member of the Board of Directors) and consistent with the terms of the Employee Proprietary Information Agreement (as defined in Section 3 below), Executive may serve on the boards of directors and advisory boards of other companies provided that such service does not interfere with the performance of Executive's duties hereunder.

COMPENSATION.

Base Salary. Executive shall receive for Executive's services to be rendered hereunder an initial annualized base salary of $400,000.00, subject to review and adjustment from time to time by the Company in its sole discretion and payable subject to standard federal and state payroll withholding requirements in accordance with Company's standard payroll practices ("***Base Salary***").

Sign-On Bonus. The Company will pay Executive a cash sign-on bonus in the aggregate amount of $135,000.00 ("***Sign-On Bonus***"), which shall be payable in three installments (less applicable tax withholdings), with: (a) the first installment of $95,000.00 paid within thirty (30) days of the Effective Date, (b) the second installment of $20,000.00 paid on the date that is six (6) months from the Effective Date, and (c) the third installment of $20,000.00 paid on the first anniversary of the Effective Date, in each case provided Executive is employed by the Company on such date. If Executive resigns without Good Reason (as defined below) or is terminated for Cause (as defined below) (i) in the case of the first and second installment, prior to the first anniversary of the Effective Date, and (ii) in the case of the third installment, prior to the second anniversary of the Effective Date, Executive shall be obligated to, and hereby agrees to, repay a

prorated portion of the net, after-tax, amount of such installment paid to Executive, which shall be pro-rated based on the fraction, the numerator of which is the number of days from date of termination of Executive's employment until the applicable anniversary of the Effective Date and the denominator of which is 365. Executive agrees that if Executive is obligated to repay any portion of the Sign-On Bonus, the Company may deduct, in accordance with applicable law, any such repayment amount from any payments the Company owes Executive, including but not limited to any regular payroll amount and any expense payments. Executive further agrees to pay to the Company, within thirty (30) days of the effective termination date, any remaining unpaid balance of the Sign-On Bonus due from Executive not covered by such deductions.

Annual Bonus. Executive shall be eligible to be awarded an annual cash bonus pursuant to the Company's annual performance bonus plan ("***Bonus***"), with the initial target amount of such bonus equal to forty percent (40%) of Executive's Base Salary during the then current bonus year ("***Target Bonus***"), subject to review and adjustment from time to time by the Company in its sole discretion, payable subject to standard federal and state payroll withholding requirements. Whether or not Executive is awarded any Bonus will be dependent upon (a) the actual achievement by Executive and the Company of the applicable individual and corporate performance goals, as determined by the Board's Compensation Committee in its sole discretion, and (b) Executive's continuous performance of services to the Company through the date any Bonus is paid. The Bonus may be greater or lesser than the Target Bonus and may be zero. The annual period over which performance is measured for purposes of this bonus is January 1 through December 31. Any Bonus awarded pursuant to this Section 2.3 will be paid on or before March 15 of the year following the year for which it is awarded. Executive must be employed on the date bonuses are paid in order to be eligible for any bonus. In the event of termination of Executive's employment, no bonus, prorated or otherwise, will be paid for the year in which termination occurs.

Initial Equity Grants. On the Effective Date, , as an inducement material to Executive entering into employment with the Company in accordance with Nasdaq Listing Rule 5635(c)(4), Executive will be granted (i) a time-based option to purchase 200,000 shares of the Company's common stock ("***Common Stock***") (the "***Initial Option***"), and (ii) a milestone-based option to purchase 35,000 shares of the Company's Common Stock (the "***Milestone Option***"), subject to approval by the Board (or an authorized committee thereof). The Initial Option will vest according to the following schedule: 25% of the total shares underlying the Initial Option will vest on the first anniversary of the Effective Date, and the remaining 75% of the total shares of Common Stock underlying the Initial Option will vest in substantially equal monthly installments over the three year period thereafter, subject to Executive's Continuous Service (as defined in the GlycoMimetics, Inc. Inducement Plan (the "***Plan***")) as of each such date. The Milestone Option will vest upon achievement of milestones as follows: (a) one-half of the Milestone Option will vest upon FDA approval of uproleselan in patients with relapsed/refractory acute myeloid leukemia and (b) the other one-half of the Milestone Option will vest upon the first commercial sale of uproleselan in the United States or abroad, subject, in the case of (a) or (b), to Executive's Continuous Service (as defined in the Company's Plan) as of each such date for the respective portion of the Milestone Option to vest. Each of the Initial Option and the Milestone Option will be granted pursuant and subject to the Plan and the Company's standard form of stock option agreement, modified to conform with the terms of this Agreement. The Initial Option and the Milestone Option shall have an exercise price per share equal to the Fair Market Value (as defined

in the Plan) of the Common Stock on the grant date and a 10-year term. The Company understands that Executive would not accept employment with the Company but for the granting of the Initial Option and Milestone Option.

Expense Reimbursement. The Company will reimburse Executive for reasonable business expenses in accordance with the Company's standard expense reimbursement policy. In addition, during each Executive In-Person Period, the Company shall directly pay for Executive's reasonable hotel expenses. For the avoidance of doubt, to the extent that any reimbursements payable to Executive are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"): (a) any such reimbursements will be paid no later than December 31 of the year following the year in which the expense was incurred, (b) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (c) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

Proprietary Information, Inventions, Non-Competition and Non-Solicitation Obligations. The parties hereto have entered into an Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement attached hereto as Exhibit A (the "***Employee Proprietary Information Agreement***"), which may be amended by the parties from time to time without regard to this Agreement. The Employee Proprietary Information Agreement contains provisions that are intended by the parties to survive and do survive termination or expiration of this Agreement.

No Conflict with Existing Obligations. Executive represents that Executive's performance of all the terms of this Agreement and as an Executive of the Company do not and will not breach any agreement or obligation of any kind made prior to Executive's employment by the Company, including agreements or obligations Executive may have with other employers or entities for which Executive has provided services. Executive has not entered into, and Executive agrees that Executive will not enter into, any agreement or obligation, either written or oral, in conflict herewith.

Termination Due to Death or Disability.

Death or Disability. If Executive dies while employed pursuant to this Agreement, then all obligations of the parties hereunder shall terminate immediately. If Executive is unable due to a physical or mental condition to perform the essential functions of his/her position with or without reasonable accommodation for ninety (90) consecutive days or for one-hundred and eighty (180) days in the aggregate during any twelve (12) month period or based on the written certification by two licensed physicians of the likely continuation of such condition for either such period (such condition being herein referred to as "***Disability***"), the Company, at its option, may terminate Executive's employment under this Agreement immediately upon giving Executive notice to that effect. This definition shall be interpreted and applied consistent with the Americans with Disabilities Act, the Family and Medical Leave Act, and other applicable law. Termination pursuant to this Section 5 is hereinafter referred to as a "***Death or Disability Termination***".

Substitution. The Board of Directors may designate another employee to act in Executive's place during any period of Executive's Disability during the Service Period.

Notwithstanding any such designation, Executive shall continue to receive Executive's Base Salary and benefits in accordance with Sections 1.4 and 2 of this Agreement until Executive becomes eligible for disability income under the Company's disability income insurance (if any) or until the termination of Executive's employment, whichever shall first occur.

Disability Income Payments. While receiving disability income payments under the Company's disability income insurance (if any), Executive shall not be entitled to receive any Base Salary, but shall continue to be eligible to participate in all other compensation and benefits in accordance with Sections 1.4 and 2 until the date of Executive's termination. Notwithstanding the foregoing and in accordance with the Company's benefit plans, Executive may be ineligible for coverage as an employee under the Company's group health insurance plan during the period of Executive's Disability, in which case continued coverage will be based on eligibility for COBRA or applicable state continuation coverage. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan.

Verification of Disability. If any question shall arise as to whether during any period Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of Executive's duties and responsibilities hereunder, Executive may, and at the request of the Company shall, submit to a medical examination by one or more licensed physicians selected by the Company to whom Executive or Executive's guardian has no reasonable objection to determine whether Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and Executive shall fail to submit to such medical examination, the Company's determination of the issue shall be binding on Executive.

Termination For Cause. The Company may terminate the employment of Executive hereunder at any time for "cause" (such termination being hereinafter referred to as a "***Termination for Cause***") by giving Executive notice of such termination as described in Section 9.5, and upon the giving of such notice termination shall take effect immediately. For the purpose of this Section 6, "***cause***" will mean that the Company has determined in its sole discretion that any of the following occurred: (a) Executive's breach of fiduciary duty or substantial misconduct with respect to the business and affairs of the Company or any subsidiary or affiliate thereof, (b) Executive's neglect of duties or failure to act which can reasonably be expected to materially adversely affect the business or affairs of the Company, the Company or any subsidiary or affiliate thereof, (c) Executive's material breach of this Agreement, or of any provision of the Employee Proprietary Information Agreement which, to the extent curable, is not cured within 15 days after written notice thereof is given to Executive, (d) the commission by Executive of an act involving moral turpitude or fraud, (e) Executive's conviction of any felony, or of any misdemeanor involving fraud, theft, embezzlement, forgery or moral turpitude, (f) other conduct by Executive that is materially harmful to the business or reputation of the Company, including but not limited to conduct found to be in violation of the Company's policies prohibiting harassment or discrimination, or (g) the expiration of this Agreement.

Termination Without Cause. The Company may terminate the employment of Executive hereunder at any time without "cause" (such termination being hereinafter called a "***Termination Without Cause***") by giving Executive notice of such termination as described in

Section 9.5. Executive's termination of employment under this Section 7 will take effect immediately upon the giving of such notice.

RESIGNATION BY EXECUTIVE.

Without Good Reason. Any resignation by Executive other than for Good Reason (as defined below) will be referred to hereinafter as a "***Resignation***". A Resignation will be deemed to be effective following notice under Section 9.5.

With Good Reason. Provided Executive has not previously been notified of the Company's intention to terminate Executive's employment, Executive may resign from employment with the Company for Good Reason (as defined below) by giving the Company written notice of such termination in compliance with Section 9.5 and provided that such notice specifies: (i) the basis for termination; and (ii) the effective date of termination (such termination being hereinafter referred to as a "***Termination for Good Reason***"). For purposes of this Agreement, the term "***Good Reason***" shall mean any of the following without Executive's prior written consent: (w) any material diminution of Executive's duties or responsibilities hereunder (except in each case in connection with a Termination for Cause or as a result of Executive's death or Disability), or, the assignment to Executive of duties or responsibilities that are materially inconsistent with Executive's then position; *provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself result in a diminution of Executive's duties or responsibilities; (x) a material reduction in Executive's Base Salary, which the parties agree is a reduction of at least 10% of Executive's Base Salary (unless pursuant to a salary reduction program applicable generally to the Company's similarly-situated employees); (y) any material breach of the Agreement by the Company which is not cured within 15 business days after written notice thereof is given to the Company; or (z) a relocation of Executive from the Company's principal office to a location more than 35 miles from the location of the Company's principal office, other than on required travel by Executive on the Company's business or on a temporary basis not to exceed a period equal to two calendar months; *provided, however*, that any such termination by Executive shall only be deemed for Good Reason pursuant to this definition if: (1) Executive gives the Company written notice of intent to terminate for Good Reason within 30 days following the first occurrence of the condition(s) that Executive believes constitute(s) Good Reason, which notice shall describe such condition(s); (2) the Company fails to remedy such condition(s) within 30 days following receipt of the written notice (the "***Cure Period***"); (3) the Company has not, prior to receiving such notice from Executive, already informed Executive that Executive's employment with the Company is being terminated; and (4) Executive voluntarily terminates Executive's employment within 30 days following the end of the Cure Period.

EFFECT OF TERMINATION OF EMPLOYMENT.

Resignation, Death or Disability Termination, or a Termination for Cause. Upon the termination of Executive's employment hereunder pursuant to a Resignation, Death or Disability Termination, or a Termination for Cause, neither Executive nor Executive's beneficiary or estate will receive severance payments, or any other severance compensation or benefit, or have any further rights or claims against the Company, its affiliates, or its subsidiaries under this Agreement except to receive:

the accrued but unpaid portion of Executive's then current Base Salary, computed on a pro-rata basis to the date of such termination, subject to the Company's standard payroll policies;

all compensation and benefits payable to Executive based on Executive's then current participation in any compensation or benefit plan, program or arrangement through the date of termination; and

reimbursement for any expenses for which Executive shall not have theretofore been reimbursed as provided in the Company's standard expense reimbursement policy.

Termination Without Cause or for Good Reason (Other Than Change in Control). Upon the termination of Executive's employment hereunder pursuant to a Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)), neither Executive nor Executive's beneficiary or estate will have any further rights or claims against the Company, its affiliates or its subsidiaries under this Agreement except to receive:

a termination payment equal to that provided for in Section 9.1 hereto; and

if Executive executes a general release in favor of the Company, substantially in the form attached hereto as Exhibit B (the "***Release***"), and subject to Section 9.2(c) (the date that the Release becomes effective and may no longer be revoked by Executive is referred to as the "***Release Date***"), then the Company shall pay to Executive the following severance benefits (such benefits referred to as "***Severance Benefits***"): (i) continuation of Executive's then current Base Salary for a period of twelve (12) months from the Release Date (such applicable period is referred to as the "***Severance Period***"), less applicable withholdings and deductions ("***Severance Pay***"), paid in equal installments beginning on the Company's first regularly scheduled payroll date that is at least sixty (60) days following the Release Date (the "***Severance Pay Commencement Date***"), with the remaining installments occurring on the Company's regularly scheduled payroll dates thereafter; provided, however, that on the Severance Pay Commencement Date, the Company will pay in a lump sum the aggregate amount of the Severance Pay that the Company would have paid Executive through such date had the payments commenced on the first regular payroll date following the Separation from Service (as defined below) through the Severance Pay Commencement Date, with the balance paid thereafter on the applicable schedule described above; and (ii) payment of the premiums of Executive's group health insurance COBRA continuation coverage, including coverage for Executive's eligible dependents, for a maximum period of twelve (12) months following Executive's Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)) (such period subject to the qualifications of this Section 9.2(b) referred to as "***COBRA Payment Period***"); *provided, however,* that (a) the Company shall pay premiums for Executive and Executive's eligible dependents only for coverage for which Executive and Executive's eligible dependents were enrolled immediately prior to the Termination Without Cause or Termination for Good Reason; (b) the Company's obligation to pay such premiums shall cease immediately upon Executive's eligibility for comparable group health insurance provided by a new employer of Executive or upon Executive no longer being eligible for COBRA during the

COBRA Payment Period; and (c) the Company's obligation to pay such premiums shall be contingent on Executive's timely election of continued group health insurance coverage under COBRA. Vesting of any unvested stock options and/or other equity securities shall cease on the date of termination following Executive's Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)). In addition, the Company's severance obligation shall be reduced by the amount of any salary received by Executive from another employer during the Severance Period. Executive agrees to inform the Company promptly if Executive obtains other employment during the Severance Period. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company will instead pay Executive, on the first day of each month of the remainder of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings and deductions (such amount, the "***Special Severance Payment***").

To receive the Severance Benefits pursuant to Section 9.2(b), Executive's termination or resignation must constitute a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)) ("***Separation from Service***") and Executive must execute and allow the Release to become effective within 60 days of Executive's termination or resignation. Executive's ability to receive the Severance Benefits pursuant to Section 9.2(b) is further conditioned upon Executive: returning all Company property; complying with post-termination obligations under this Agreement and the Employee Proprietary Information Agreement, and complying with the Release including without limitation any non-disparagement and confidentiality provisions contained therein. The Severance Benefits provided to Executive pursuant to Section 9.2(b) are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any Company severance plan, policy or program.

The damages (if any) caused to Executive by a Termination Without Cause or a Termination for Good Reason would be difficult to ascertain; therefore, the Severance Benefits for which Executive is eligible pursuant to Section 9.2(b) above in exchange for the Release is agreed to by the parties as liquidated damages, to serve as full compensation, and not a penalty.

Change in Control Severance Benefits.

In the event that the Company (or any surviving or acquiring corporation) terminates Executive's employment for a Termination Without Cause or Executive resigns in connection with a Termination for Good Reason within 12 months following the effective date of a Change in Control ("***Change in Control Termination***"), and upon compliance with Section 9.2(c) above, Executive shall be eligible to receive the following Change in Control severance benefits instead of the Severance Benefits set forth in Section 9.2 above: (i) a lump-sum cash payment in an amount equal to Executive's annual Base Salary then in effect for a period of twelve (12) months, less applicable withholdings and deductions, paid on the 60th day following the Change in Control Termination; (ii) an amount equal to 1.0 times (1.0x) Executive's then current annual Target Bonus paid on the 60th day following the Change in Control Termination; and (iii)

the Company (or any surviving or acquiring corporation) shall pay the premiums of Executive's group health insurance COBRA continuation coverage, including coverage for Executive's eligible dependents, during the twelve (12) months following a Change in Control Termination (such period subject to the qualifications of this Section 9.3(a) referred to as "***CIC COBRA Payment Period***"); *provided, however,* that (a) the Company (or any surviving or acquiring corporation) shall pay premiums for Executive and Executive's eligible dependents only for coverage for which Executive and Executive's eligible dependents were enrolled immediately prior to the Change in Control Termination; and (b) the Company's (or any surviving or acquiring corporation's) obligation to pay such premiums shall cease immediately upon Executive's eligibility for comparable group health insurance provided by a new employer of Executive or upon Executive no longer being eligible for COBRA during the CIC COBRA Payment Period; and (c) the Company's obligation to pay such premiums shall be contingent on Executive's timely election of continued group health insurance coverage under COBRA. Executive agrees that the Company's (or any surviving or acquiring corporation's) payment of health insurance premiums will satisfy the Company's obligations under COBRA for the period provided. No insurance premium payments will be made following the effective date of Executive's coverage by a health insurance plan of a subsequent employer. For the balance of the period that Executive is entitled to coverage under federal COBRA law, if any, Executive shall be entitled to maintain such coverage at Executive's own expense. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company will instead pay Executive, on the first day of each month of the remainder of the CIC COBRA Payment Period, the Special Severance Payment.

To receive the payments in Section 9.3(a), Executive's termination or resignation must constitute a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h)) and Executive must execute and allow the Release to become effective within 60 days of Executive's termination or resignation. Executive's ability to receive benefits pursuant to Section 9.3(a) is further conditioned upon Executive: returning all Company property; complying with Executive's post-termination obligations under this Agreement and the Employee Proprietary Information Agreement, and complying with the Release including without limitation any non-disparagement and confidentiality provisions contained therein.

In addition, notwithstanding anything contained in Executive's award agreements to the contrary, upon a Change in Control Termination Executive shall receive accelerated vesting of all then unvested shares of the Company's Common Stock subject to outstanding stock options, restricted stock units and any other equity incentive awards that Executive then may have, if any, provided, however, that unvested shares subject to Executive's outstanding stock options shall only accelerate if Executive executes the Release within the timeframe provided by the Company and Executive's stock options shall remain outstanding following the date of Executive's Change in Control Termination if and to the extent necessary to give effect to this Section 9.3(c) subject to earlier termination under the terms of the equity plan under which such stock options were granted and the original maximum term of the award (without regard to Executive's termination).

As used in this Agreement, a "***Change in Control***" is defined as the first to occur of the following: (a) a sale, lease, exchange or other transfer in one transaction or a series of related transactions of all or substantially all of the assets of the Company (other than the transfer of the Company's assets to a majority-owned subsidiary corporation); (b) a merger or consolidation in which the Company is not the surviving corporation (unless the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing at least fifty percent (50%) of the voting power of the corporation or other entity surviving such transaction); (c) a reverse merger in which the Company is the surviving corporation but the shares of the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise (unless the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing at least fifty percent (50%) of the voting power of the Company); or (d) any transaction or series of related transactions in which in excess of fifty percent (50%) of the Company's voting power is transferred. Notwithstanding the foregoing, to the extent that the Company determines that any of the payments or benefits under this Agreement that are payable in connection with a Change in Control constitute deferred compensation under Section 409A that may only be paid on a qualifying transaction (that is, they are not "exempt" under 409A), the foregoing definition of Change in Control shall apply only to the extent the transaction also meets the definition used for purposes of Treasury Regulation Section 1.409A-3(a)(5), that is, as defined under Treasury Regulation Section 1.409A-3(i)(5).

Parachute Taxes.

If any payment or benefit Executive would receive from the Company or otherwise in connection with a Change of Control or other similar transaction ("***Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment will be equal to the Reduced Amount. The "***Reduced Amount***" will be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount ((x) or (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a Reduced Amount will give rise to the greater after tax benefit, the reduction in the Payments will occur in the following order: (a) reduction of cash payments; (b) cancellation of accelerated vesting of equity awards other than stock options; (c) cancellation of accelerated vesting of stock options; and (d) reduction of other benefits paid to Executive. Within any such category of payments and benefits (that is, (a), (b), (c) or (d)), a reduction will occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting will be canceled, subject to the immediately preceding sentence, in the reverse order of the date of grant.

The registered public accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the event described in Section

280G(b)(2)(A)(i) of the Code will perform the foregoing calculations. If the registered public accounting firm so engaged by the Company is serving as accountant or auditor for the acquirer or is otherwise unable or unwilling to perform the calculations, the Company will appoint a nationally recognized firm that has expertise in these calculations to make the determinations required hereunder. The Company will bear all expenses with respect to the determinations by such independent registered public accounting firm required to be made hereunder. The firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, to the Company and Executive within 30 calendar days after the date on which Executive's right to a Payment is triggered (if requested at that time by the Company or Executive) or such other time as reasonably requested by the Company or Executive. Any good faith determinations of the independent registered public accounting firm made hereunder will be final, binding and conclusive upon the Company and Executive.

Notice; Effective Date of Termination.

Termination of Executive's employment pursuant to this Agreement shall be effective on the earliest of:

immediately after the Company gives notice to Executive of Executive's Termination for Cause or Termination Without Cause, unless pursuant to Section 6(c) in which case 15 days after notice if not cured or unless the Company specifies a later date, in which case, termination shall be effective as of such later date;

immediately upon Executive's death;

immediately after the Company gives notice to Executive of Executive's termination on account of Executive's Disability, unless the Company specifies a later date, in which case, termination shall be effective as of such later date, *provided* that Executive has not returned to the full time performance of Executive's duties prior to such date;

thirty (30) days after Executive gives written notice to the Company of Executive's Resignation; *provided* that the Company may set a termination date at any time between the date of notice and the date of resignation, in which case Executive's resignation shall be effective as of such other date. Executive will receive compensation through any required notice period; or

the date set forth in Section 8.2 above for a Termination for Good Reason.

In the event notice of a termination under subsections (a)(i), (iii) and (iv) is given orally, at the other party's request, the party giving notice must provide written confirmation of such notice within 5 business days of the request in compliance with the requirement of Section 10.1 below.

Cooperation With Company After Termination of Employment. Following termination of Executive's employment for any reason, Executive shall fully cooperate with the Company in all matters relating to the winding up of Executive's pending work including, but not limited to, any litigation in which the Company is involved, and the orderly transfer of any such pending work to such other employees as may be designated by the Company.

Application of Section 409A. It is intended that all of the benefits and payments under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions. If not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A, and incorporates by reference all required definitions and payment terms. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) will be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder will at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then if delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, the timing of the payments upon a Separation from Service will be delayed as follows: on the earlier to occur of (i) the date that is six months and one day after the effective date of Executive's Separation from Service, and (ii) the date of Executive's death (such earlier date, the "***Delayed Initial Payment Date***"), the Company will (A) pay to Executive a lump sum amount equal to the sum of the payments upon Separation from Service that Executive would otherwise have received through the Delayed Initial Payment Date if the commencement of the payments had not been delayed pursuant to this paragraph, and (B) commence paying the balance of the payments in accordance with the applicable payment schedules set forth above. No interest will be due on any amounts so deferred. To the extent that any severance payments or benefits payable to Executive pursuant to this Agreement are not otherwise exempt from the application of Code Section 409A, then, if the period during which Executive may consider and sign the Release spans two calendar years, the payment of severance will not be made or begin until the later calendar year.

General Provisions.

Notices. Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) 1 day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company, "Attention Chairman of the Board," at its primary office location and to Executive at Executive's address as listed on the Company payroll, or at such other address

as the Company or Executive may designate by 10 days advance written notice to the other.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

Survival. Provisions of this Agreement which by their terms must survive the termination of this Agreement in order to effectuate the intent of the parties will survive any such termination, whether by expiration of the term, termination of Executive's employment, or otherwise, for such period as may be appropriate under the circumstances.

Waiver. If either party should waive any breach of any provisions of this Agreement, Executive or the Company shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

Complete Agreement. This Agreement constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by Executive and an authorized officer of the Company. The parties have entered into a separate Employee Proprietary Information Agreement and have entered or may enter into separate agreements related to stock awards. These separate agreements govern other aspects of the relationship between the parties, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by the parties without regard to this Agreement and are enforceable according to their terms without regard to the enforcement provision of this Agreement.

Further Assurances. Executive agrees to execute, acknowledge, seal and deliver such further assurances, documents, applications, agreements and instruments, and to take such further actions, as the Company may reasonably request in order to accomplish the purposes of this Agreement.

Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of

Executive's duties hereunder and may not assign any of Executive's rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

Choice of Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the law of the State of Maryland, without giving effect to choice of law principles. Executive and the Company hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in the State of Maryland for any claims or suits arising from or related to this Agreement.

[Signature page follows]

In Witness Whereof, the parties have executed this Executive Employment Agreement effective as of the day and year first written above.

GLYCOMIMETICS, INC.	**EXECUTIVE**
/s/Harout Semerjian	/s/ Bruce Johnson
(Signature)	*(Signature)*
By: Harout Semerjian	By: Bruce Johnson
Title: Chief Executive Officer	

Exhibit A

Employee Proprietary Information Agreement

(see following pages)

Exhibit A to Executive Employment Agreement

Exhibit B

Release Agreement

(see following pages)

Exhibit B to Executive Employment Agreement

Release Agreement

This Release Agreement ("***Release***") is made by and between GlycoMimetics, Inc. (the ***"Company"***) and Bruce Johnson (***"you"***). You and the Company entered into an Employment Agreement effective as of February 16, 2022 (the "***Employment Agreement***"). You and the Company hereby further agree as follows:

A blank copy of this Release was attached to the Employment Agreement as Exhibit B.

Severance Payments. If your employment was terminated by the Company for a Termination Without Cause, a Termination for Good Reason, or a Change in Control Termination (as defined in the Employment Agreement) in accordance with Section 9 of the Employment Agreement, then in consideration for your execution, return and non-revocation of this Release, following the Release Date (as defined in Section 3 below) the Company will provide severance benefits to you as follows: [described benefits and payment schedule].

Release by You. In exchange for the payments and other consideration under this Release, to which you would not otherwise be entitled, and except as otherwise set forth in this Release, you hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, servants, employees, attorneys, shareholders, successors, assigns and affiliates (the "***Releasees***"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Release, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a "***Claim***" and collectively "***Claims***"). The Claims you are releasing and waiving in this Release include, but are not limited to, any and all Claims that the Company, its parents and subsidiaries, and its and their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors, assigns or affiliates:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;

- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981, as amended; the Civil Rights Act of 1866; the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, Title 20; the Worker Adjustment Retraining and Notification Act; the Equal Pay Act; the Americans With Disabilities Act; the Family Medical Leave Act; the Occupational Safety and Health

Act; the Immigration Reform and Control Act; the Uniform Services Employment and Reemployment Rights Act of 1994, as amended; Section 510 of the Employee Retirement Income Security Act; and the National Labor Relations Act;

- has violated any statute, public policy or common law (including but not limited to claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, you are not releasing any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company or within the course and scope of your role as a member of the Board of Directors and/or officer of the Company. Also excluded from this Release are any claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Release shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency (**"*Government Agencies*"**), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Release does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Release does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Release. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Release does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Release pursuant to any such plan or agreement.

You are waiving, however, your right to any monetary recovery should any governmental agency or entity, such as the EEOC or the DOL, pursue any claims on your behalf. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, as amended. You also acknowledge that (i) the consideration given to you in exchange for the waiver and release in this Release is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a claim. You further acknowledge that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or claims that may arise after the execution date of this Release; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this

Release; (c) you have twenty-one (21) days **[in the event of a group release 21 days becomes 45 days]** to consider this Release (although you may choose to voluntarily execute this Release earlier); (d) you have seven (7) days following your execution of this Release to revoke the Release; and (e) this Release shall not be effective until the date upon which the revocation period has expired unexercised, which shall be the eighth day after this Release is executed by you provided the Company has also executed the Release on or before that date (the "***Release Date***").

Return of Company Property. Within ten (10) days of the effective date of the termination of employment, you agree to return to the Company all Company documents (and all copies thereof) and other Company property then in existence that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). **Receipt of the Severance described in paragraph 2 of this Release is expressly conditioned upon return of all such Company Property.**

Confidentiality. The provisions of this Release will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided, however,* that: (a) you may disclose this Release in confidence to your immediate family; (b) you may disclose this Release in confidence to your attorney, accountant, auditor, tax preparer, and financial advisor; and (c) you may disclose this Release insofar as such disclosure may be required by law. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

Proprietary Information, Inventions, Non-Competition and Non-Solicitation Obligations. Both during and after your employment you acknowledge your continuing obligations under your Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement ("***Employee Proprietary Information Agreement***") not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

[Note: The Company may, in its discretion, elect to include this provision] Non-Disparagement. Both you and the Company agree not to disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both you and the Company will respond accurately and fully to any question, inquiry or request for information when

required by legal process. The Company's obligations under this Section are limited to company representatives with knowledge of this provision. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

No Admission. This Release does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

Breach. You agree that upon any material breach of this Release you will forfeit all amounts paid or owing to you under this Release. Further, you acknowledge that it may be impossible to assess the damages caused by your material violation of the terms of paragraphs 4, 5, 6, and 7 of this Release and further agree that any threatened or actual material violation or breach of those paragraphs of this Release will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Release is a material breach of this Release, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Release, the Company shall be entitled to an injunction to prevent you from violating or breaching this Release.

Miscellaneous. This Release, together with your Employee Proprietary Information Agreement, constitute the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Release may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Release will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Release is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Release and the provision in question will be modified by the court so as to be rendered enforceable. This Release will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Maryland as applied to contracts made and performed entirely within the State of Maryland.

[Signature page follows]

GLYCOMIMETICS, INC.

By: _____ _____
Date

EXECUTIVE

_____ _____
Bruce Johnson Date

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (the "***Agreement***") is entered into effective February 10, 2023 (the "***Effective Date***"), by and between Chinmaya Rath and GlycoMimetics, Inc. (the "***Company***").

WHEREAS, the Company desires to employ Executive to provide personal services to the Company, and Executive wishes to continue to be employed by the Company and provide personal services to the Company in return for certain compensation and benefits.

Accordingly, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

EMPLOYMENT BY THE COMPANY.

Term. The term of employment hereunder will be for the four year period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date, subject to termination prior thereto pursuant to Sections 5, 6, 7, 8 or 9 below. Unless the Company gives notice of its intent not to renew Executive's employment hereunder, or Executive gives written notice to the Company of Executive's determination not to renew Executive's service and employment hereunder, in any case at least sixty (60) days prior to the fourth anniversary of the Effective Date, this Agreement, and Executive's employment by the Company hereunder, shall be renewed for one year from that anniversary. Thereafter, unless the Company or Executive gives written notice of determination not to renew at least sixty (60) days prior to the next succeeding anniversary of the Effective Date, this Agreement shall be renewed for one year from that anniversary. The term "***Service Period***" shall mean the four year period provided for in this Section 1.1 and any extension thereof, or any shorter period resulting from any termination of service under Sections 5, 6, 7, 8 or 9 hereof.

Position. Executive will be assigned initially to the position of Senior Vice President and Chief Business Officer of the Company. During the term of Executive's employment with the Company, Executive will devote Executive's best efforts and substantially all of Executive's business time and attention to the business of the Company.

Duties. Executive will report to the Chief Executive Officer and/or such other Company executives designated by the Chief Executive Officer, performing such duties as are normally associated with Executive's then current position and such duties as are assigned to Executive from time to time, subject to the oversight and direction of the Chief Executive Officer or any applicable designee. Executive shall perform Executive's duties under this Agreement principally out of the Company's Rockville, Maryland location, or such other location as assigned, and during the Service Period will be expected to work in the Company's Rockville, Maryland office a minimum of every other week for at least three (3) consecutive days during each such week (each such three-day period, the "***Executive In-Person Period***"). In addition, Executive shall make such business trips to such places as may be necessary or advisable for the efficient

operations of the Company, and may be required to attend meetings in Rockville, Maryland on days that are in addition to the foregoing scheduled days.

Company Policies and Benefits. The employment relationship between the parties shall also be subject to the Company's personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion. Executive will be eligible to participate on the same basis as similarly situated employees in the Company's benefit plans in effect from time to time during Executive's employment. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. Notwithstanding the foregoing, in the event that the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

Time to be Devoted to Service. Except for reasonable vacations, absences due to temporary illness, and activities that may be mutually agreed to by the parties, Executive shall devote Executive's entire time, attention and energies during normal business hours and such evenings and weekends as may be reasonably required for the discharge of Executive's duties to the business of the Company during the Service Period. During the Service Period, Executive will not be engaged in any other business activity, which, in the reasonable judgment of the Chairperson of the Board of Directors of the Company, conflicts with the duties of Executive hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage. The Company further acknowledges and agrees that, subject to the prior written approval by a majority of the Board of Directors (which majority shall exclude Executive if Executive is a then current member of the Board of Directors) and consistent with the terms of the Employee Proprietary Information Agreement (as defined in Section 3 below), Executive may serve on the boards of directors and advisory boards of other companies provided that such service does not interfere with the performance of Executive's duties hereunder.

COMPENSATION.

Base Salary. Executive shall receive for Executive's services to be rendered hereunder an initial annualized base salary of **$380,000.00**, subject to review and adjustment from time to time by the Company in its sole discretion and payable subject to standard federal and state payroll withholding requirements in accordance with Company's standard payroll practices ("***Base Salary***").

Sign-On Bonus. The Company will pay Executive a cash sign-on bonus in the aggregate amount of **$80,000.00** ("***Sign-On Bonus***"), which shall be payable in three installments (less applicable tax withholdings), with: (a) the first installment of $20,000.00 paid promptly following the Effective Date, (b) the second installment of $30,000.00 paid within thirty (30) days of the Effective Date, and (c) the third installment of $30,000.00 paid on the date that is six (6) months from the Effective Date, in each case provided Executive is employed by the Company on such date. If Executive resigns without Good Reason (as defined below) or is terminated for Cause (as defined below) (i) in the case of the first and second installment, prior to the first anniversary of the Effective Date, and (ii) in the case of the third installment, prior to the date that is eighteen (18) months from the Effective Date, Executive shall be obligated to, and hereby agrees to, repay

a prorated portion of the net, after-tax, amount of such installment paid to Executive, which shall be pro-rated based on the fraction, the numerator of which is the number of days from date of termination of Executive's employment until the applicable time period following the Effective Date and the denominator of which is 365. Executive agrees that if Executive is obligated to repay any portion of the Sign-On Bonus, the Company may deduct, in accordance with applicable law, any such repayment amount from any payments the Company owes Executive, including but not limited to any regular payroll amount and any expense payments. Executive further agrees to pay to the Company, within thirty (30) days of the effective termination date, any remaining unpaid balance of the Sign-On Bonus due from Executive not covered by such deductions.

Annual Bonus. Executive shall be eligible to be awarded an annual cash bonus pursuant to the Company's annual performance bonus plan ("***Bonus***"), with the initial target amount of such bonus equal to **forty percent (40%)** of Executive's Base Salary during the then current bonus year ("***Target Bonus***"), subject to review and adjustment from time to time by the Company in its sole discretion, payable subject to standard federal and state payroll withholding requirements. Whether or not Executive is awarded any Bonus will be dependent upon (a) the actual achievement by Executive and the Company of the applicable individual and corporate performance goals, as determined by the Board's Compensation Committee in its sole discretion, and (b) Executive's continuous performance of services to the Company through the date any Bonus is paid. The Bonus may be greater or lesser than the Target Bonus and may be zero. The annual period over which performance is measured for purposes of this bonus is January 1 through December 31. Any Bonus awarded pursuant to this Section 2.3 will be paid on or before March 15 of the year following the year for which it is awarded. Executive must be employed on the date bonuses are paid in order to be eligible for any bonus. In the event of termination of Executive's employment, no bonus, prorated or otherwise, will be paid for the year in which termination occurs.

Initial Equity Grant. On the Effective Date, , as an inducement material to Executive entering into employment with the Company in accordance with Nasdaq Listing Rule 5635(c)(4), Executive will be granted a time-based option to purchase **150,000 shares** of the Company's common stock ("***Common Stock***") (the "***Initial Option***"), subject to approval by the Board (or an authorized committee thereof). The Initial Option will vest according to the following schedule: 25% of the total shares underlying the Initial Option will vest on the first anniversary of the Effective Date, and the remaining 75% of the total shares of Common Stock underlying the Initial Option will vest in substantially equal monthly installments over the three year period thereafter, subject to Executive's Continuous Service (as defined in the GlycoMimetics, Inc. Inducement Plan (the "***Plan***")) as of each such date. The Initial Option will be granted pursuant and subject to the Plan and the Company's standard form of stock option agreement, modified to conform with the terms of this Agreement. The Initial Option shall have an exercise price per share equal to the Fair Market Value (as defined in the Plan) of the Common Stock on the grant date and a 10-year term. The Company understands that Executive would not accept employment with the Company but for the granting of the Initial Option.

Expense Reimbursement. The Company will reimburse Executive for reasonable business expenses in accordance with the Company's standard expense reimbursement policy. In addition, during each Executive In-Person Period, the Company shall directly pay for Executive's authorized hotel expenses. For the avoidance of doubt, to the extent that any reimbursements

payable to Executive are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"): (a) any such reimbursements will be paid no later than December 31 of the year following the year in which the expense was incurred, (b) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (c) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION AND NON-SOLICITATION OBLIGATIONS. The parties hereto have entered into an Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement attached hereto as Exhibit A (the "***Employee Proprietary Information Agreement***"), which may be amended by the parties from time to time without regard to this Agreement. The Employee Proprietary Information Agreement contains provisions that are intended by the parties to survive and do survive termination or expiration of this Agreement.

NO CONFLICT WITH EXISTING OBLIGATIONS. Executive represents that Executive's performance of all the terms of this Agreement and as an Executive of the Company do not and will not breach any agreement or obligation of any kind made prior to Executive's employment by the Company, including agreements or obligations Executive may have with other employers or entities for which Executive has provided services. Executive has not entered into, and Executive agrees that Executive will not enter into, any agreement or obligation, either written or oral, in conflict herewith.

TERMINATION DUE TO DEATH OR DISABILITY.

Death or Disability. If Executive dies while employed pursuant to this Agreement, then all obligations of the parties hereunder shall terminate immediately. If Executive is unable due to a physical or mental condition to perform the essential functions of his/her position with or without reasonable accommodation for ninety (90) consecutive days or for one-hundred and eighty (180) days in the aggregate during any twelve (12) month period or based on the written certification by two licensed physicians of the likely continuation of such condition for either such period (such condition being herein referred to as "***Disability***"), the Company, at its option, may terminate Executive's employment under this Agreement immediately upon giving Executive notice to that effect. This definition shall be interpreted and applied consistent with the Americans with Disabilities Act, the Family and Medical Leave Act, and other applicable law. Termination pursuant to this Section 5 is hereinafter referred to as a "***Death or Disability Termination***".

Substitution. The Board of Directors may designate another employee to act in Executive's place during any period of Executive's Disability during the Service Period. Notwithstanding any such designation, Executive shall continue to receive Executive's Base Salary and benefits in accordance with Sections 1.4 and 2 of this Agreement until Executive becomes eligible for disability income under the Company's disability income insurance (if any) or until the termination of Executive's employment, whichever shall first occur.

Disability Income Payments. While receiving disability income payments under the Company's disability income insurance (if any), Executive shall not be entitled to receive any Base Salary, but shall continue to be eligible to participate in all other compensation and benefits

in accordance with Sections 1.4 and 2 until the date of Executive's termination. Notwithstanding the foregoing and in accordance with the Company's benefit plans, Executive may be ineligible for coverage as an employee under the Company's group health insurance plan during the period of Executive's Disability, in which case continued coverage will be based on eligibility for COBRA or applicable state continuation coverage. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan.

Verification of Disability. If any question shall arise as to whether during any period Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of Executive's duties and responsibilities hereunder, Executive may, and at the request of the Company shall, submit to a medical examination by one or more licensed physicians selected by the Company to whom Executive or Executive's guardian has no reasonable objection to determine whether Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and Executive shall fail to submit to such medical examination, the Company's determination of the issue shall be binding on Executive.

Termination For Cause. The Company may terminate the employment of Executive hereunder at any time for "cause" (such termination being hereinafter referred to as a "***Termination for Cause***") by giving Executive notice of such termination as described in Section 9.5, and upon the giving of such notice termination shall take effect immediately. For the purpose of this Section 6, "***cause***" will mean that the Company has determined in its sole discretion that any of the following occurred: (a) Executive's breach of fiduciary duty or substantial misconduct with respect to the business and affairs of the Company or any subsidiary or affiliate thereof, (b) Executive's neglect of duties or failure to act which can reasonably be expected to materially adversely affect the business or affairs of the Company, the Company or any subsidiary or affiliate thereof, (c) Executive's material breach of this Agreement, or of any provision of the Employee Proprietary Information Agreement which, to the extent curable, is not cured within 15 days after written notice thereof is given to Executive, (d) the commission by Executive of an act involving moral turpitude or fraud, (e) Executive's conviction of any felony, or of any misdemeanor involving fraud, theft, embezzlement, forgery or moral turpitude, (f) other conduct by Executive that is materially harmful to the business or reputation of the Company, including but not limited to conduct found to be in violation of the Company's policies prohibiting harassment or discrimination, or (g) the expiration of this Agreement.

Termination Without Cause. The Company may terminate the employment of Executive hereunder at any time without "cause" (such termination being hereinafter called a "***Termination Without Cause***") by giving Executive notice of such termination as described in Section 9.5. Executive's termination of employment under this Section 7 will take effect immediately upon the giving of such notice.

RESIGNATION BY EXECUTIVE.

Without Good Reason. Any resignation by Executive other than for Good Reason (as defined below) will be referred to hereinafter as a "***Resignation***". A Resignation will be deemed to be effective following notice under Section 9.5.

With Good Reason. Provided Executive has not previously been notified of the Company's intention to terminate Executive's employment, Executive may resign from employment with the Company for Good Reason (as defined below) by giving the Company written notice of such termination in compliance with Section 9.5 and provided that such notice specifies: (i) the basis for termination; and (ii) the effective date of termination (such termination being hereinafter referred to as a "***Termination for Good Reason***"). For purposes of this Agreement, the term "***Good Reason***" shall mean any of the following without Executive's prior written consent: (w) any material diminution of Executive's duties or responsibilities hereunder (except in each case in connection with a Termination for Cause or as a result of Executive's death or Disability), or, the assignment to Executive of duties or responsibilities that are materially inconsistent with Executive's then position; *provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself result in a diminution of Executive's duties or responsibilities; (x) a material reduction in Executive's Base Salary, which the parties agree is a reduction of at least 10% of Executive's Base Salary (unless pursuant to a salary reduction program applicable generally to the Company's similarly-situated employees); (y) any material breach of the Agreement by the Company which is not cured within 15 business days after written notice thereof is given to the Company; or (z) a relocation of Executive from the Company's principal office to a location more than 35 miles from the location of the Company's principal office, other than on required travel by Executive on the Company's business or on a temporary basis not to exceed a period equal to two calendar months; *provided, however*, that any such termination by Executive shall only be deemed for Good Reason pursuant to this definition if: (1) Executive gives the Company written notice of intent to terminate for Good Reason within 30 days following the first occurrence of the condition(s) that Executive believes constitute(s) Good Reason, which notice shall describe such condition(s); (2) the Company fails to remedy such condition(s) within 30 days following receipt of the written notice (the "***Cure Period***"); (3) the Company has not, prior to receiving such notice from Executive, already informed Executive that Executive's employment with the Company is being terminated; and (4) Executive voluntarily terminates Executive's employment within 30 days following the end of the Cure Period.

EFFECT OF TERMINATION OF EMPLOYMENT.

Resignation, Death or Disability Termination, or a Termination for Cause. Upon the termination of Executive's employment hereunder pursuant to a Resignation, Death or Disability Termination, or a Termination for Cause, neither Executive nor Executive's beneficiary or estate will receive severance payments, or any other severance compensation or benefit, or have any further rights or claims against the Company, its affiliates, or its subsidiaries under this Agreement except to receive:

the accrued but unpaid portion of Executive's then current Base Salary, computed on a pro-rata basis to the date of such termination, subject to the Company's standard payroll policies;

all compensation and benefits payable to Executive based on Executive's then current participation in any compensation or benefit plan, program or arrangement through the date of termination; and

reimbursement for any expenses for which Executive shall not have theretofore been reimbursed as provided in the Company's standard expense reimbursement policy.

Termination Without Cause or for Good Reason (Other Than Change in Control). Upon the termination of Executive's employment hereunder pursuant to a Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)), neither Executive nor Executive's beneficiary or estate will have any further rights or claims against the Company, its affiliates or its subsidiaries under this Agreement except to receive:

a termination payment equal to that provided for in Section 9.1 hereto; and

if Executive executes a general release in favor of the Company, substantially in the form attached hereto as Exhibit B (the "***Release***"), and subject to Section 9.2(c) (the date that the Release becomes effective and may no longer be revoked by Executive is referred to as the "***Release Date***"), then the Company shall pay to Executive the following severance benefits (such benefits referred to as "***Severance Benefits***"): (i) continuation of Executive's then current Base Salary for a period of twelve (12) months from the Release Date (such applicable period is referred to as the "***Severance Period***"), less applicable withholdings and deductions ("***Severance Pay***"), paid in equal installments beginning on the Company's first regularly scheduled payroll date that is at least sixty (60) days following the Release Date (the "***Severance Pay Commencement Date***"), with the remaining installments occurring on the Company's regularly scheduled payroll dates thereafter; provided, however, that on the Severance Pay Commencement Date, the Company will pay in a lump sum the aggregate amount of the Severance Pay that the Company would have paid Executive through such date had the payments commenced on the first regular payroll date following the Separation from Service (as defined below) through the Severance Pay Commencement Date, with the balance paid thereafter on the applicable schedule described above; and (ii) payment of the premiums of Executive's group health insurance COBRA continuation coverage, including coverage for Executive's eligible dependents, for a maximum period of twelve (12) months following Executive's Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)) (such period subject to the qualifications of this Section 9.2(b) referred to as "***COBRA Payment Period***"); *provided, however,* that (a) the Company shall pay premiums for Executive and Executive's eligible dependents only for coverage for which Executive and Executive's eligible dependents were enrolled immediately prior to the Termination Without Cause or Termination for Good Reason; (b) the Company's obligation to pay such premiums shall cease immediately upon Executive's eligibility for comparable group health insurance provided by a new employer of Executive or upon Executive no longer being eligible for COBRA during the

COBRA Payment Period; and (c) the Company's obligation to pay such premiums shall be contingent on Executive's timely election of continued group health insurance coverage under COBRA. Vesting of any unvested stock options and/or other equity securities shall cease on the date of termination following Executive's Termination Without Cause or a Termination for Good Reason (other than in connection with a Change in Control (as defined below)). In addition, the Company's severance obligation shall be reduced by the amount of any salary received by Executive from another employer during the Severance Period. Executive agrees to inform the Company promptly if Executive obtains other employment during the Severance Period. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company will instead pay Executive, on the first day of each month of the remainder of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings and deductions (such amount, the "***Special Severance Payment***").

To receive the Severance Benefits pursuant to Section 9.2(b), Executive's termination or resignation must constitute a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)) ("***Separation from Service***") and Executive must execute and allow the Release to become effective within 60 days of Executive's termination or resignation. Executive's ability to receive the Severance Benefits pursuant to Section 9.2(b) is further conditioned upon Executive: returning all Company property; complying with post-termination obligations under this Agreement and the Employee Proprietary Information Agreement, and complying with the Release including without limitation any non-disparagement and confidentiality provisions contained therein. The Severance Benefits provided to Executive pursuant to Section 9.2(b) are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any Company severance plan, policy or program.

The damages (if any) caused to Executive by a Termination Without Cause or a Termination for Good Reason would be difficult to ascertain; therefore, the Severance Benefits for which Executive is eligible pursuant to Section 9.2(b) above in exchange for the Release is agreed to by the parties as liquidated damages, to serve as full compensation, and not a penalty.

Change in Control Severance Benefits.

In the event that the Company (or any surviving or acquiring corporation) terminates Executive's employment for a Termination Without Cause or Executive resigns in connection with a Termination for Good Reason within 12 months following the effective date of a Change in Control ("***Change in Control Termination***"), and upon compliance with Section 9.2(c) above, Executive shall be eligible to receive the following Change in Control severance benefits instead of the Severance Benefits set forth in Section 9.2 above: (i) a lump-sum cash payment in an amount equal to Executive's annual Base Salary then in effect for a period of twelve (12) months, less applicable withholdings and deductions, paid on the 60th day following the Change in Control Termination; (ii) an amount equal to 1.0 times (1.0x) Executive's then current annual Target Bonus paid on the 60th day following the Change in Control Termination; and (iii)

the Company (or any surviving or acquiring corporation) shall pay the premiums of Executive's group health insurance COBRA continuation coverage, including coverage for Executive's eligible dependents, during the twelve (12) months following a Change in Control Termination (such period subject to the qualifications of this Section 9.3(a) referred to as "***CIC COBRA Payment Period***"); *provided, however,* that (a) the Company (or any surviving or acquiring corporation) shall pay premiums for Executive and Executive's eligible dependents only for coverage for which Executive and Executive's eligible dependents were enrolled immediately prior to the Change in Control Termination; and (b) the Company's (or any surviving or acquiring corporation's) obligation to pay such premiums shall cease immediately upon Executive's eligibility for comparable group health insurance provided by a new employer of Executive or upon Executive no longer being eligible for COBRA during the CIC COBRA Payment Period; and (c) the Company's obligation to pay such premiums shall be contingent on Executive's timely election of continued group health insurance coverage under COBRA. Executive agrees that the Company's (or any surviving or acquiring corporation's) payment of health insurance premiums will satisfy the Company's obligations under COBRA for the period provided. No insurance premium payments will be made following the effective date of Executive's coverage by a health insurance plan of a subsequent employer. For the balance of the period that Executive is entitled to coverage under federal COBRA law, if any, Executive shall be entitled to maintain such coverage at Executive's own expense. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company will instead pay Executive, on the first day of each month of the remainder of the CIC COBRA Payment Period, the Special Severance Payment.

To receive the payments in Section 9.3(a), Executive's termination or resignation must constitute a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h)) and Executive must execute and allow the Release to become effective within 60 days of Executive's termination or resignation. Executive's ability to receive benefits pursuant to Section 9.3(a) is further conditioned upon Executive: returning all Company property; complying with Executive's post-termination obligations under this Agreement and the Employee Proprietary Information Agreement, and complying with the Release including without limitation any non-disparagement and confidentiality provisions contained therein.

In addition, notwithstanding anything contained in Executive's award agreements to the contrary, upon a Change in Control Termination Executive shall receive accelerated vesting of all then unvested shares of the Company's Common Stock subject to outstanding stock options, restricted stock units and any other equity incentive awards that Executive then may have, if any, provided, however, that unvested shares subject to Executive's outstanding stock options shall only accelerate if Executive executes the Release within the timeframe provided by the Company and Executive's stock options shall remain outstanding following the date of Executive's Change in Control Termination if and to the extent necessary to give effect to this Section 9.3(c) subject to earlier termination under the terms of the equity plan under which such stock options were granted and the original maximum term of the award (without regard to Executive's termination).

As used in this Agreement, a "***Change in Control***" is defined as the first to occur of the following: (a) a sale, lease, exchange or other transfer in one transaction or a series of related transactions of all or substantially all of the assets of the Company (other than the transfer of the Company's assets to a majority-owned subsidiary corporation); (b) a merger or consolidation in which the Company is not the surviving corporation (unless the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing at least fifty percent (50%) of the voting power of the corporation or other entity surviving such transaction); (c) a reverse merger in which the Company is the surviving corporation but the shares of the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise (unless the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing at least fifty percent (50%) of the voting power of the Company); or (d) any transaction or series of related transactions in which in excess of fifty percent (50%) of the Company's voting power is transferred. Notwithstanding the foregoing, to the extent that the Company determines that any of the payments or benefits under this Agreement that are payable in connection with a Change in Control constitute deferred compensation under Section 409A that may only be paid on a qualifying transaction (that is, they are not "exempt" under 409A), the foregoing definition of Change in Control shall apply only to the extent the transaction also meets the definition used for purposes of Treasury Regulation Section 1.409A-3(a)(5), that is, as defined under Treasury Regulation Section 1.409A-3(i)(5).

Parachute Taxes.

If any payment or benefit Executive would receive from the Company or otherwise in connection with a Change of Control or other similar transaction ("***Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment will be equal to the Reduced Amount. The "***Reduced Amount***" will be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount ((x) or (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a Reduced Amount will give rise to the greater after tax benefit, the reduction in the Payments will occur in the following order: (a) reduction of cash payments; (b) cancellation of accelerated vesting of equity awards other than stock options; (c) cancellation of accelerated vesting of stock options; and (d) reduction of other benefits paid to Executive. Within any such category of payments and benefits (that is, (a), (b), (c) or (d)), a reduction will occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A and then with respect to amounts that are. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting will be canceled, subject to the immediately preceding sentence, in the reverse order of the date of grant.

The registered public accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the event described in Section

280G(b)(2)(A)(i) of the Code will perform the foregoing calculations. If the registered public accounting firm so engaged by the Company is serving as accountant or auditor for the acquirer or is otherwise unable or unwilling to perform the calculations, the Company will appoint a nationally recognized firm that has expertise in these calculations to make the determinations required hereunder. The Company will bear all expenses with respect to the determinations by such independent registered public accounting firm required to be made hereunder. The firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, to the Company and Executive within 30 calendar days after the date on which Executive's right to a Payment is triggered (if requested at that time by the Company or Executive) or such other time as reasonably requested by the Company or Executive. Any good faith determinations of the independent registered public accounting firm made hereunder will be final, binding and conclusive upon the Company and Executive.

Notice; Effective Date of Termination.

Termination of Executive's employment pursuant to this Agreement shall be effective on the earliest of:

immediately after the Company gives notice to Executive of Executive's Termination for Cause or Termination Without Cause, unless pursuant to Section 6(c) in which case 15 days after notice if not cured or unless the Company specifies a later date, in which case, termination shall be effective as of such later date;

immediately upon Executive's death;

immediately after the Company gives notice to Executive of Executive's termination on account of Executive's Disability, unless the Company specifies a later date, in which case, termination shall be effective as of such later date, *provided* that Executive has not returned to the full time performance of Executive's duties prior to such date;

thirty (30) days after Executive gives written notice to the Company of Executive's Resignation; *provided* that the Company may set a termination date at any time between the date of notice and the date of resignation, in which case Executive's resignation shall be effective as of such other date. Executive will receive compensation through any required notice period; or

the date set forth in Section 8.2 above for a Termination for Good Reason.

In the event notice of a termination under subsections (a)(i), (iii) and (iv) is given orally, at the other party's request, the party giving notice must provide written confirmation of such notice within 5 business days of the request in compliance with the requirement of Section 10.1 below.

Cooperation With Company After Termination of Employment. Following termination of Executive's employment for any reason, Executive shall fully cooperate with the Company in all matters relating to the winding up of Executive's pending work including, but not limited to, any litigation in which the Company is involved, and the orderly transfer of any such pending work to such other employees as may be designated by the Company.

Application of Section 409A. It is intended that all of the benefits and payments under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions. If not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A, and incorporates by reference all required definitions and payment terms. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) will be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder will at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then if delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, the timing of the payments upon a Separation from Service will be delayed as follows: on the earlier to occur of (i) the date that is six months and one day after the effective date of Executive's Separation from Service, and (ii) the date of Executive's death (such earlier date, the "***Delayed Initial Payment Date***"), the Company will (A) pay to Executive a lump sum amount equal to the sum of the payments upon Separation from Service that Executive would otherwise have received through the Delayed Initial Payment Date if the commencement of the payments had not been delayed pursuant to this paragraph, and (B) commence paying the balance of the payments in accordance with the applicable payment schedules set forth above. No interest will be due on any amounts so deferred. To the extent that any severance payments or benefits payable to Executive pursuant to this Agreement are not otherwise exempt from the application of Code Section 409A, then, if the period during which Executive may consider and sign the Release spans two calendar years, the payment of severance will not be made or begin until the later calendar year.

General Provisions.

Notices. Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) 1 day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company, "Attention Chairperson of the Board," at its primary office location and to Executive at Executive's address as listed on the Company payroll, or at such other address

as the Company or Executive may designate by 10 days advance written notice to the other.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

Survival. Provisions of this Agreement which by their terms must survive the termination of this Agreement in order to effectuate the intent of the parties will survive any such termination, whether by expiration of the term, termination of Executive's employment, or otherwise, for such period as may be appropriate under the circumstances.

Waiver. If either party should waive any breach of any provisions of this Agreement, Executive or the Company shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

Complete Agreement. This Agreement constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by Executive and an authorized officer of the Company. The parties have entered into a separate Employee Proprietary Information Agreement and have entered or may enter into separate agreements related to stock awards. These separate agreements govern other aspects of the relationship between the parties, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by the parties without regard to this Agreement and are enforceable according to their terms without regard to the enforcement provision of this Agreement.

Further Assurances. Executive agrees to execute, acknowledge, seal and deliver such further assurances, documents, applications, agreements and instruments, and to take such further actions, as the Company may reasonably request in order to accomplish the purposes of this Agreement.

Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of

Executive's duties hereunder and may not assign any of Executive's rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

Choice of Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the law of the State of Maryland, without giving effect to choice of law principles. Executive and the Company hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in the State of Maryland for any claims or suits arising from or related to this Agreement.

[Signature page follows]

In Witness Whereof, the parties have executed this Executive Employment Agreement effective as of the day and year first written above.

GLYCOMIMETICS, INC.	**EXECUTIVE**
/s/Harout Semerjian	/s/ Chinmaya Rath
(Signature)	*(Signature)*
By: Harout Semerjian	By: Chinmaya Rath
Title: Chief Executive Officer	

Exhibit A

Employee Proprietary Information Agreement

(see following pages)

Exhibit A to Executive Employment Agreement

Exhibit B

Release Agreement

(see following pages)

Exhibit B to Executive Employment Agreement

Release Agreement

This Release Agreement ("***Release***") is made by and between GlycoMimetics, Inc. (the ***"Company"***) and Chinmaya Rath (***"you"***). You and the Company entered into an Employment Agreement effective as of February 10, 2023 (the "***Employment Agreement***"). You and the Company hereby further agree as follows:

A blank copy of this Release was attached to the Employment Agreement as Exhibit B.

Severance Payments. If your employment was terminated by the Company for a Termination Without Cause, a Termination for Good Reason, or a Change in Control Termination (as defined in the Employment Agreement) in accordance with Section 9 of the Employment Agreement, then in consideration for your execution, return and non-revocation of this Release, following the Release Date (as defined in Section 3 below) the Company will provide severance benefits to you as follows: [described benefits and payment schedule].

Release by You. In exchange for the payments and other consideration under this Release, to which you would not otherwise be entitled, and except as otherwise set forth in this Release, you hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, servants, employees, attorneys, shareholders, successors, assigns and affiliates (the "***Releasees***"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Release, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a "***Claim***" and collectively "***Claims***"). The Claims you are releasing and waiving in this Release include, but are not limited to, any and all Claims that the Company, its parents and subsidiaries, and its and their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors, assigns or affiliates:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;

- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981, as amended; the Civil Rights Act of 1866; the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, Title 20; the Worker Adjustment Retraining and Notification Act; the Equal Pay Act; the Americans With Disabilities Act; the Family Medical Leave Act; the Occupational Safety and Health

Act; the Immigration Reform and Control Act; the Uniform Services Employment and Reemployment Rights Act of 1994, as amended; Section 510 of the Employee Retirement Income Security Act; and the National Labor Relations Act;

- has violated any statute, public policy or common law (including but not limited to claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, you are not releasing any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company or within the course and scope of your role as a member of the Board of Directors and/or officer of the Company. Also excluded from this Release are any claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Release shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency (**"*Government Agencies*"**), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Release does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Release does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Release. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Release does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Release pursuant to any such plan or agreement.

You are waiving, however, your right to any monetary recovery should any governmental agency or entity, such as the EEOC or the DOL, pursue any claims on your behalf. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, as amended. You also acknowledge that (i) the consideration given to you in exchange for the waiver and release in this Release is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a claim. You further acknowledge that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or claims that may arise after the execution date of this Release; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this

Release; (c) you have twenty-one (21) days **[in the event of a group release 21 days becomes 45 days]** to consider this Release (although you may choose to voluntarily execute this Release earlier); (d) you have seven (7) days following your execution of this Release to revoke the Release; and (e) this Release shall not be effective until the date upon which the revocation period has expired unexercised, which shall be the eighth day after this Release is executed by you provided the Company has also executed the Release on or before that date (the "***Release Date***").

Return of Company Property. Within ten (10) days of the effective date of the termination of employment, you agree to return to the Company all Company documents (and all copies thereof) and other Company property then in existence that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). **Receipt of the Severance described in paragraph 2 of this Release is expressly conditioned upon return of all such Company Property.**

Confidentiality. The provisions of this Release will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided, however,* that: (a) you may disclose this Release in confidence to your immediate family; (b) you may disclose this Release in confidence to your attorney, accountant, auditor, tax preparer, and financial advisor; and (c) you may disclose this Release insofar as such disclosure may be required by law. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

Proprietary Information, Inventions, Non-Competition and Non-Solicitation Obligations. Both during and after your employment you acknowledge your continuing obligations under your Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement ("***Employee Proprietary Information Agreement***") not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

[Note: The Company may, in its discretion, elect to include this provision] Non-Disparagement. Both you and the Company agree not to disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both you and the Company will respond accurately and fully to any question, inquiry or request for information when

required by legal process. The Company's obligations under this Section are limited to company representatives with knowledge of this provision. Notwithstanding the foregoing, nothing in this Release shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

No Admission. This Release does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

Breach. You agree that upon any material breach of this Release you will forfeit all amounts paid or owing to you under this Release. Further, you acknowledge that it may be impossible to assess the damages caused by your material violation of the terms of paragraphs 4, 5, 6, and 7 of this Release and further agree that any threatened or actual material violation or breach of those paragraphs of this Release will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Release is a material breach of this Release, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Release, the Company shall be entitled to an injunction to prevent you from violating or breaching this Release.

Miscellaneous. This Release, together with your Employee Proprietary Information Agreement, constitute the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Release may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Release will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Release is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Release and the provision in question will be modified by the court so as to be rendered enforceable. This Release will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Maryland as applied to contracts made and performed entirely within the State of Maryland.

[Signature page follows]

GLYCOMIMETICS, INC.

By: _____ _____
Date

EXECUTIVE

_____ _____
Chinmaya Rath Date

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Harout Semerjian, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2023 of GlycoMimetics, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2023

/s/ Harout Semerjian
Harout Semerjian
Chief Executive Officer
(principal executive officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian M. Hahn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2023 of GlycoMimetics, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2023

/s/ Brian M. Hahn
Brian M. Hahn
Senior Vice President and Chief Financial Officer
(principal financial officer)

Exhibit 32.1

CERTIFICATIONS OF
PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Harout Semerjian, Chief Executive Officer of GlycoMimetics, Inc. (the "Company"), and Brian M. Hahn, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2023, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned have set their hands hereto as of the 3rd day of May 2023.

/s/ Harout Semerjian	/s/ Brian M. Hahn
Harout Semerjian	Brian M. Hahn
Chief Executive Officer	Senior Vice President and Chief Financial Officer

* This certification accompanies the Periodic Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of GlycoMimetics, Inc. under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Periodic Report), irrespective of any general incorporation language contained in such filing.