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

# FORM 6-K

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

**Date of Report: July 13, 2022**

**Commission File Number: 001-39307**

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

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

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

Form 20-F ☒ Form 40-F ☐

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

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

**Legend Biotech USA Inc. and Janssen Pharmaceuticals, Inc. Extend Interim Product Supply Agreement**

In connection with the Collaboration and License Agreement dated as of December 21, 2017 between Legend Biotech USA Inc. ("**Legend Biotech**") and Janssen Biotech, Inc., Legend Biotech and Janssen Pharmaceuticals, Inc. ("**Janssen**") entered into the Interim Product Supply Agreement dated as of February 28, 2022 (the "**IPSA**"), pursuant to which Legend Biotech agreed to supply ciltacabtagene autoleucel (cilta-cel) to Janssen for clinical and commercial use worldwide (excluding Greater China). On July 7, 2022, Legend Biotech and Janssen entered into Amendment No. 1 to the IPSA to, among other things, extend the term of the IPSA until the earlier of (1) October 17, 2022 and (2) the date determined by the joint manufacturing committee, or JMC, that has been established under the Collaboration and License Agreement. We expect to enter into a Product Supply Agreement with Janssen that will replace the IPSA.

Amendment No. 1 to the IPSA is attached to this Form as Exhibit 99.1 and is incorporated herein by reference.

This Form 6-K, including Exhibit 99.1 hereto, is incorporated by reference into the Company's Registration Statements on Form F-3 (File Nos. 333-257625 and 333-257609) and Form S-8 (File No. 333-239478), to the extent not superseded by documents or reports subsequently filed.

**Cautionary Note Regarding Forward-Looking Statements**

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

## EXHIBIT INDEX

| Exhibit | Title |
|---|---|
| 99.1 | Amendment No. 1 to Interim Supply Agreement, dated as of July 7, 2022 |

## SIGNATURES

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

**LEGEND BIOTECH CORPORATION**

Date: July 13, 2022

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

**[***] = Certain information contained in this document, marked by brackets, has been omitted because it is both not material and would be competitively harmful if publicly disclosed.**

# AMENDMENT NO. 1 TO INTERIM PRODUCT SUPPLY AGREEMENT

This Amendment No. 1 to the Interim Product Supply Agreement (this "**Amendment**") is made and effective as of July 7, 2022 (the "**Amendment Effective Date**"), by and among Legend Biotech USA, Inc., a Delaware corporation ("**Legend**"), and Janssen Pharmaceuticals, Inc., a Pennsylvania corporation ("**JPI"**), and amends that certain Interim Product Supply Agreement between Legend and JPI entered into as of February 28, 2022 (the "**Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Legend and JPI have executed the Agreement pursuant to which Legend agreed to engage JPI to provide certain manufacturing services for the Product on an interim basis prior to Legend's lease of the Facility;

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

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

1. Section 6. Section 6 (Term) of the Agreement is hereby deleted and replaced with the following:

"This Agreement is effective as of the Agreement Date and will continue in effect until the earlier of (a) October 17, 2022 and (b) the date to be determined by the JMC (the "**Term**"). In the event the Collaboration Agreement expires or is terminated pursuant to the terms thereof, this Agreement shall automatically terminate."

2. Section 1 of Exhibit D. Section 1 of Exhibit D is hereby deleted and replaced with the following: **[***]**

3. Exhibit D. The following paragraphs are added as Sections 6, 7 and 8 to Exhibit D of the Agreement: **[***]**

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

*[Signature page follows]*

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

**LEGEND BIOTECH USA, INC.**

By:_____

Name:_____

Title:_____

**JANSSEN PHARMACEUTICALS, INC.**

By:_____

Name:_____

Title:_____