UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): February 25, 2019

Karyopharm Therapeutics Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-36167**	**26-3931704**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

85 Wells Avenue, 2nd Floor **Newton, Massachusetts** **(Address of Principal Executive Offices)**	**02459** **(Zip Code)**

Registrant's telephone number, including area code: (617) 658-0600

(Former Name or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

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

On February 1, 2019, the Board of Directors ("Board") of Karyopharm Therapeutics Inc. (the "Company") approved, and the Company publicly announced on February 25, 2019, the election of Michael Mason, age 44, to the position of Senior Vice President, Chief Financial Officer and Treasurer of the Company, effective February 25, 2019. Mr. Mason served as Vice President of Finance and Treasurer of Alnylam Pharmaceuticals, Inc., a public biopharmaceutical company, from February 2011 until February 2019, as its Principal Accounting Officer from February 2011 to October 2018, and as its Principal Financial Officer from February 2011 to June 2016 and from January 2017 to May 2017. From December 2005 to February 2011, Mr. Mason served as Alnylam's Corporate Controller. From May 2000 through November 2005, Mr. Mason served in several finance and commercial roles at Praecis Pharmaceuticals Incorporated, a public biotechnology company, most recently as Corporate Controller. Prior to Praecis, Mr. Mason worked in the audit practice at KPMG LLP, a national audit, tax and advisory services firm. Mr. Mason received a B.A. in Business Administration from Stetson University and an M.B.A. from Babson College and is a certified public accountant.

Additionally, Mr. Mason has also been designated as the Company's principal financial officer and principal accounting officer, effective on March 2, 2019 following the filing of the Company's Annual Report on Form 10-K for the year ended December 31, 2018, and Cameron Peters, Vice President, Finance and Assistant Treasurer, who assumed the responsibilities as the Company's principal financial officer and principal accounting officer on an interim basis, will relinquish those responsibilities effective March 2, 2019.

In connection with his employment with the Company, pursuant to the terms of an offer letter dated February 3, 2019 (the "Offer Letter"), Mr. Mason will receive an annual base salary of $400,000 and a one-time $75,000 sign on bonus. The Offer Letter provides that if Mr. Mason's employment is terminated for Cause (as defined in the Offer Letter) or he resigns without Good Reason (as defined in the Offer Letter) either prior to the one-year anniversary of his employment commencement date or after the one-year anniversary but prior to the two-year anniversary of his employment commencement date, he must repay the 100% or 50%, respectively, of the net amount of the sign on bonus to the Company. Mr. Mason is also eligible for an annual bonus (commencing with a pro-rated bonus for 2019) that targets forty percent (40%) of his annualized base salary based upon achievement of certain performance goals and corporate milestones established by the Company. The achievement of goals and milestones will be determined in the sole discretion of the Board or a Compensation Committee of the Board (the "Compensation Committee"). In addition, the Offer Letter provides that as a material inducement to Mr. Mason to enter into employment with the Company, and subject to approval by the Compensation Committee, Mr. Mason will be granted a non-statutory stock option to purchase 150,000 shares of the Company's Common Stock, $.0001 par value per share (the "Common Stock"), as an inducement grant outside of the Company's 2013 Stock Incentive Plan pursuant to Nasdaq Listing Rule 5635(c)(4) (the "Inducement Award"), with an exercise price per share equal to the closing price per share of the Common Stock on the Nasdaq Global Select Market on the grant date. The Inducement Award will vest as to 25% of the shares underlying the stock option on the first anniversary of the grant date and as to an additional 1/48th of the total number of shares underlying the stock option monthly thereafter. The Compensation Committee granted the Inducement Award with an exercise price equal to $5.06 per share, which was the closing price of the Common Stock, as reported by the NASDAQ Global Select Market, on the date of grant, February 25, 2019. Under the terms of the Nonstatutory Stock Option Agreement for the Inducement Award (the "Option Agreement"), if within one year following a Change in Control Event (as defined in the Option Agreement) Mr. Mason's employment is terminated by him for Good Reason (as defined in the Option Agreement) or by the Company or its successor without Cause (as defined in the Option Agreement), the Inducement Award will be immediately exercisable in full.

The Offer Letter also provides that, if Mr. Mason's employment is terminated without Cause or he resigns for Good Reason, he will be entitled to severance pay equal to one month of his then-current base salary for every two months of employment with the Company, not to exceed a total of six months of base salary (the "Severance Period"). If his employment is terminated without Cause or if he resigns for Good Reason within one year following a Change in Control, he will be entitled to severance pay equal to twelve months of his then-current base salary. In each case, any severance pay will be in the form of salary continuation. If in connection with the termination of Mr. Mason's employment, he elects to continue his and his eligible dependents' participation in the Company's medical and dental benefit plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, the Company will pay the premiums to continue such coverage for the lesser of (i) the Severance Period (or 12 months in the case of termination within one year following a Change in Control) or (ii) the end of the calendar month in which he becomes eligible to receive group health plan coverage under another employee benefit plan. In addition, under the terms of the Offer Letter, Mr. Mason will also be eligible to participate in healthcare related, retirement and other benefits available to other employees of the Company.

The foregoing descriptions are qualified in their entirety by the full text of the Offer Letter and the Option Agreement, which are filed herewith as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

There are no family relationships between Mr. Mason and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no transactions in which Mr. Mason has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Offer Letter, dated February 3, 2019, between the Company and Michael Mason.
10.2	Nonstatutory Stock Option Agreement, dated February 25, 2019, between the Company and Michael Mason

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 hereunto duly authorized.

KARYOPHARM THERAPEUTICS INC.

Date: February 25, 2019

By: /s/ Christopher B. Primiano
Christopher B. Primiano
Executive Vice President, Chief Business Officer, General Counsel and Secretary

Exhibit 10.1

February 1, 2019

Michael Mason

Dear Michael:

On behalf of Karyopharm Therapeutics Inc., (the "Company"), I am very pleased to inform you that subject to the approval of the Board of Directors of the Company (the "Board"), the Company anticipates appointing you to the position of Senior Vice President, Chief Financial Officer and Treasurer of the Company.

The terms of your position with the Company are as set forth below:

1. Position. Subject to the approval of the Board, as of February 25, 2019 (the "Commencement Date"), you will become Senior Vice President, Chief Financial Officer and Treasurer of the Company, reporting to the Company's Chief Executive Officer and, as of March 2, 2019, you will be appointed as the principal financial and accounting officer of the Company. In your role you will have the responsibilities customarily associated with such position and those responsibilities consistent with your role that are assigned to you by the Company's Chief Executive Officer. In return for the compensation payments set forth in this letter, you agree to devote your full business time, best efforts, skill, knowledge, attention, and energies to the advancement of the Company's business and interests and to the performance of your duties and responsibilities as an employee of the Company and not to engage in any other business activities without prior approval from the Company, except that you may engage in other activities that may be approved in advance by the Board.

2. Compensation.

a. *Base Salary*. You will be paid a semi-monthly base salary of $16,666.67 ($400,000, if annualized), subject to all applicable taxes and withholdings, pursuant to the Company's regular payroll policy. Your salary may be adjusted from time to time in accordance with normal business practices and in the sole discretion of the Company.

b. *Bonus Program*. You will be eligible for an annual performance and retention bonus that targets forty percent (40%) of your annualized base salary based upon achievement of certain individual performance goals and corporate milestones established by the Company; provided, however, that any such bonus for calendar year 2019 will be prorated. Achievement of goals will be determined in the sole discretion of the Board or a Compensation Committee of the Board (the "Compensation Committee"). To earn any part of the bonus, you must be employed on the December 31st of the applicable bonus year and such bonus will be paid by no later than March 15th of the year immediately following the year to which the applicable annual bonus relates. Your bonus target may be adjusted from time to time in accordance with normal business practices and in the sole discretion of the Company.

85 Wells Avenue, Suite 210
Newton, MA 02459

www.karyopharm.com

c. *Stock Option Grant*. Subject to the approval of the Compensation Committee, the Company will grant you a stock option to purchase 150,000 (one hundred fifty thousand) shares of the Company's common stock, par value $0.0001 per share (the "Common Stock"), at a price per share equal to the closing price per share of the Common Stock on the Nasdaq Global Select Market on the date of grant. The stock option will vest over four years at the rate of 25% on the one-year anniversary of the Commencement Date, subject to your continuing engagement with the Company as of that date. The remaining shares shall vest monthly over the following three years, subject to your continued engagement with the Company. The stock option will be granted pursuant to the inducement grant exception under NASDAQ Rule 5635(c)(4) and not pursuant to the Company's 2013 Stock Incentive Plan or any other equity incentive plan of the Company, as an inducement that is material to your entering into employment with the Company. This option grant shall also be subject to such other terms and conditions of the applicable Stock Option Agreement.

d. *Sign-On Bonus*. Contingent upon the commencement of your employment and subject to the terms and conditions set forth herein, the Company agrees to pay you a one-time sign-on bonus of $75,000.00 (the "Sign-On Bonus"), less all applicable taxes and withholdings, which will be paid no later than the payroll date for the second full pay period following the Commencement Date. If you voluntarily terminate your employment with the Company without Good Reason (defined below) or are terminated by the Company for Cause (as defined below) prior to the one-year anniversary of the Commencement Date, you will be obligated to repay the entire net amount of the Sign-On Bonus received by you. If you voluntarily terminate your employment with the Company without Good Reason or are terminated by the Company for Cause after the one-year anniversary of the Commencement Date but prior to the two-year anniversary of the Commencement date, you will be obligated to repay to the Company an amount equal to fifty percent (50%) of the net amount of the Sign-On Bonus. You agree that any portion of the net amount of the Sign-On Bonus owed to the Company will be repaid immediately upon the voluntary termination of your employment by you for Good Reason or the termination of your employment by the Company for Cause. No portion of the Sign-On Bonus shall be repayable if you remain employed following the two-year anniversary of the Commencement Date.

e. *Payments due upon termination*. In the event of termination, regardless of the reason of such termination, the Company shall pay you: (i) any unpaid base salary for services rendered prior to the date of termination of employment; (ii) reimbursement of any unreimbursed business expenses incurred as of the date of termination of employment in accordance with the Company's expense reimbursement policy, (iii) accrued but unused vacation (if applicable) through the date of termination of employment, (iv) any earned but unpaid bonus payment for

the year immediately preceding the year in which your employment is terminated, and (v) all other payments, benefits or fringe benefits to which you shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this letter agreement

f. *Severance Benefits*. If your employment is terminated without Cause, or you resign for Good Reason, then the Company (or its successor entity) will, provided you execute and allow to become effective (within 60 days following the termination or such shorter period as may be directed by the Company) a severance and release of claims agreement in a form to be provided by the Company (which will include, at a minimum, a release of all releasable claims, non-disparagement, confidentiality, and cooperation obligations, and reaffirmation of your post-employment obligations set forth in the attached Non-Disclosure, Inventions Assignment, Non-Competition, and Non-Solicitation Agreement) (the "Release Agreement"): (a) pay you, as severance pay, the equivalent of one (1) month of your base salary as of the date of your termination from employment for every two (2) months of employment with the Company, not to exceed a total of six (6) months of base salary regardless of the duration of your employment with the Company (or such greater amount specified in any Company severance plan under which you are eligible) (the "Severance Period"); and (b) provided you elect to continue your and your eligible dependents' participation in the Company's medical and dental benefit plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), pay the monthly premium to continue such coverage for the lesser of (i) the Severance Period and (ii) the end of the calendar month in which you become eligible to receive group health plan coverage under another employee benefit plan. Notwithstanding the foregoing, if your employment is terminated without Cause, or you resign for Good Reason, each within one year following the consummation of a Change in Control, then the Severance Period shall be twelve (12) months or such greater amount specified in any Company severance plan under which you are eligible. Any severance pay will be paid in the form of salary continuation in accordance with the Company's payroll procedures, with payments beginning in the first pay period beginning after the Release Agreement becomes binding, provided that if the foregoing sixty (60) day period (or such shorter period as may be directed by the Company) would end in a calendar year subsequent to the year in which your employment ends, payments will not begin before the first payroll period of the subsequent year.

"Change in Control" shall mean the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a transaction in which all or substantially all of the individuals and entities who were beneficial owners of the capital stock of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than 50% of the outstanding securities (on an as-converted to Common Stock basis) entitled to vote generally in the election of directors of the (i) resulting, surviving or acquiring corporation in such transaction in the case of a merger, consolidation or sale of outstanding shares, or (ii) acquiring corporation in the case of a sale of assets; provided that, where required for compliance with Section 409A, the event described above is also a change in control event as set forth in Treas. Reg. Section 1.409A-3(i)(5).

"Cause" shall mean (i) your conviction by a court of competent jurisdiction of theft or misappropriation by you of assets of the Company, (ii) your conviction by a court of competent jurisdiction of fraud committed by you or at your direction, (iii) your conviction by a court of competent jurisdiction of, or pleading "guilty" or "no contest" to, (a) a felony or (b) any other criminal charge that has, or could be reasonably expected to have, a material adverse impact on the Company or the performance of your duties, and/or (iv) a determination by the Company in its sole discretion of (w) an act or acts of material willful misconduct by you in violation of law or government regulation in the course of your employment by the Company, (x) willful, repeated and material failure to perform, or gross negligence in the performance of, the duties which are reasonably assigned to you by the Company, (y) material breach of any agreement to which you and the Company are party and/or (z) failure to fully participate in a Company investigation as may be reasonably requested by the Company; provided, however, that you shall have a period of thirty (30) days to cure any act constituting Cause (if the Company reasonably determines that such act is curable) under clauses (x), (y) or (z) of this paragraph, following the Company's delivery to you of written notice, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination for Cause.

"Good Reason" shall mean (i) the assignment to you of any duties inconsistent in any adverse, material respect with your position, authority, duties, titles or responsibilities as then constituted, or any other action by the Company which results in a material diminution in such position, authority, duties, titles or responsibilities, (ii) a reduction in the aggregate of your base compensation by greater than ten percent (10%) or the termination of your rights to any employee benefits, except to the extent that any such benefit is replaced with a comparable benefit, or a reduction in scope or value thereof, other than as a result of across-the-board reductions or terminations affecting employees of the Company generally, (iii) a requirement that you, without your prior consent, regularly report to work at a location that is thirty (30) miles or more away from your then current place of work; or (iv) the material breach by the Company of this offer letter or any other employment-related agreement to which you and the Company are party; provided, however, that the conditions described immediately above in clauses (i) through (iv) shall not give rise to a termination for Good Reason, unless you have notified the Company in writing within thirty (30) days of the first occurrence of the facts and circumstances claimed to provide a basis for the termination for Good Reason, the Company has failed to correct the condition within thirty (30) days after the Company's receipt of such written notice, and you actually terminate employment with the Company within sixty (60) days of the first occurrence of the condition. For the avoidance of doubt, your required travel on the Company's business shall not be deemed a relocation of your principal office under clause (iii), above.

g. *Withholding*. The Company shall withhold from any compensation or benefits payable under this letter agreement any federal, state and local income, employment or other similar taxes as may be required to be withheld pursuant to any applicable law or regulation.

3. Benefits. You will be eligible to participate in such healthcare related, retirement and other benefits as are approved by the Board and made available to other employees of the Company. As is the case with all employee benefits, such benefits will be governed by the terms and conditions of applicable plans or policies, which are subject to change or discontinuation at any time.

4. At-Will Employment. Your employment with the Company is and shall at all times during your employment hereunder be "at-will" employment. The Company or you may terminate your employment at any time for any reason, with or without cause, and with or without notice. The "at-will" nature of your employment shall remain unchanged during your tenure as an employee of the Company and may only be changed by an express written agreement that is signed by you and the Company. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with the Company, except to the extent set forth in Section 2(f) hereof.

5. Non-Disclosure, Inventions Assignment, Non-Competition, and Non-Solicitation Agreement. As a condition of your employment, you are also required to sign and comply with a Non-Disclosure, Inventions Assignment, Non-Competition, and Non-Solicitation Agreement effective your first day of employment. A copy of that agreement accompanies this offer letter. Please address any concerns you may have with this agreement prior to your first day of employment at the Company. You acknowledge that your receipt of the sign-on bonus set forth in this offer letter is contingent upon your agreement to the non-competition provisions set forth in the Non-Disclosure, Inventions Assignment, Non-Competition, and Non-Solicitation Agreement, and that such consideration is fair and reasonable in exchange for your compliance with such non-competition obligations.

6. Resolution of Disputes. Any controversy or claim arising out of or relating to your employment, this letter agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration in Boston, Massachusetts before a single arbitrator (applying Massachusetts law), in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association ("AAA") as modified by the terms and conditions of this Section 6; provided, however, that provisional injunctive relief may, but need not, be sought in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, by striking from a list of arbitrators supplied by AAA. The arbitrator shall issue a written opinion revealing, however briefly, the essential findings and conclusions upon which any award is based. Final resolution of any dispute through arbitration may include any remedy or relief which the arbitrator deems just and equitable. Any award

or relief granted by the arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The Company shall pay the arbitrator's fees and all AAA costs and administrative fees in excess of the amount of filing and other court-related fees you would have been required to pay if you initiated claims in a court of law.

The parties acknowledge that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this letter agreement or your employment.

The arbitrator shall have the sole and exclusive power and authority to decide any and all issues of or related to whether this letter agreement or any provision of this letter agreement is subject to arbitration.

7. No Inconsistent Obligations. By accepting this offer of employment, you represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations set forth in this letter agreement or that would be violated by your employment by the Company. You agree that you will not take any action on behalf of the Company or cause the Company to take any action that will violate any agreement that you have with a prior employer.

8. Miscellaneous.

a. This letter agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

b. The Company may only assign this letter agreement to a successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, provided, that such successor expressly agrees to assume, be bound by and perform this letter agreement in the same manner and to the same extent that the Company would have been required to perform it if no such assignment had taken place, and "Company" shall include any such successor that assumes and agrees to perform this letter agreement, by operation of law or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, attorneys, insurers, parents, subsidiaries, successors, permitted assigns, and affiliates.

c. No provision of this letter agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by you and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this letter agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

d. Your offer is contingent upon the successful completion of an employment and criminal background check (which will require you to complete and sign all necessary consent forms authorizing the Company or its designee to perform these background inquiries). The Company may also require that you provide names and contact information so we may conduct reference checks about your past employment.

e. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you will be terminated.

f. As an employee of the Company, you will be required to comply with all Company policies and procedures. Violations of the Company's policies may lead to immediate termination of your employment. Further, the Company's premises, including all workspaces, furniture, documents, and other tangible materials, and all information technology resources of the Company (including computers, data and other electronic files, and all internet and email) are subject to oversight and inspection by the Company at any time. Company employees should have no expectation of privacy with regard to any Company premises, materials, resources, or information.

g. By signing this letter, you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other legal or contractual obligations, and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty to or duties for the Company. You additionally represent and warrant that you have not taken or shared with the Company any confidential or proprietary information belonging to any former employer or other third party, and that you will at no time during the course of your employment with the Company use or disclose any such confidential or proprietary information of another party without that party's express consent.

9. Section 409A. It is intended that this letter agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, and the Treasury Regulations and IRS guidance thereunder (collectively referred to as "Section 409A"), and notwithstanding anything to the contrary herein, it shall be administered, interpreted, and construed in a manner consistent with Section 409A. To the extent that any reimbursement, fringe benefit, or other, similar plan or arrangement in which you participate provides for a "deferral of compensation" within the meaning of Section 409A, (a) the amount of expenses eligible for reimbursement provided to you during any calendar year shall not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, (b) the reimbursements for expenses for which you are entitled to be reimbursed

shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit, and (d) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses. If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under this letter agreement on account of termination of your employment shall be made unless and until you incur a "separation from service" within the meaning of Section 409A. In the case of any amounts payable to you under this letter agreement that may be treated as payable in the form of "a series of installment payments", as defined in Treasury Regulation Section 1.409A-2(b)(2)(iii), your right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of such Treasury Regulation. If any paragraph of this letter agreement provides for payment within a time period, the determination of when such payment shall be made within such time period shall be solely in the discretion of the Company. If and to the extent any portion of any payment, compensation or other benefit provided to you in connection with your employment termination is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code, and you are a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination you hereby agree that you are bound, such portion of the payment, compensation or other benefit shall not be paid before the earlier of (i) the expiration of the six month period measured from the date of your "separation from service" (as determined under Section 409A of the Code) or (ii) the tenth day following the date of your death following such separation from service (the "New Payment Date"). The aggregate of any payments that otherwise would have been paid to you during the period between the date of separation from service and the New Payment Date shall be paid to you in a lump sum in the first payroll period beginning after such New Payment Date, and any remaining payments will be paid on their original schedule.

10. Choice of Law. The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to the choice of law principles thereof.

11. Entire Agreement. This letter, together with the other documents and agreements referenced herein, sets forth all of the terms of your employment with the Company, and supersedes any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter may not be modified or amended except by a written agreement signed by the Company and you. This offer of employment will terminate if it is not accepted, signed and returned by close of business on February 8, 2019.

[Signatures appear on following page]

Sincerely,

KARYOPHARM THERAPEUTICS INC.

By: /s/ Michael Kauffman
Name: Michael Kauffman, M.D., Ph.D.
Title: Chief Executive Officer

The foregoing correctly sets forth the terms of my employment by Karyopharm Therapeutics Inc. I am not relying on any representations pertaining to my employment other than those set forth above.

Agreed: /s/ Michael Mason
Michael Mason

Date: 2/3/19

Exhibit 10.2

KARYOPHARM THERAPEUTICS INC.
NONSTATUTORY STOCK OPTION AGREEMENT

Inducement Grant

Karyopharm Therapeutics Inc. (the "Company") hereby grants the following stock option. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the "Participant"):	Michael Mason
Date of this option grant:	02/25/2019
Number of shares of the Company's Common Stock subject to this option ("Shares"):	150,000
Option exercise price per Share:	$5.06
Number, if any, of Shares that vest immediately on the grant date:	None
Shares that are subject to vesting schedule:	150,000
Vesting Start Date:	02/25/2019
Final Exercise Date:	02/24/2029

Vesting Schedule:

One Year from Vesting Start Date:	25% of the Shares
Each Successive month thereafter:	an additional 2.0833% of the Shares

All vesting is dependent on the Participant remaining an Eligible Participant, as provided herein.

This option satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

KARYOPHARM THERAPEUTICS INC.

/s/ Michael Mason
Signature of Participant

By: /s/ Christopher B. Primiano
Name of Officer: Christopher B. Primiano
Title: EVP, Chief Business Officer, General Counsel, and Secretary

Street Address

City/State/Zip Code

KARYOPHARM THERAPEUTICS INC.

Nonstatutory Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This agreement evidences the grant by the Company, on the grant date (the "Grant Date") set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant") to the Participant of an option to purchase, in whole or in part, on the terms provided herein, the number of Shares set forth in the Notice of Grant of common stock, $0.0001 par value per share, of the Company ("Common Stock") at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the "Final Exercise Date").

The option evidence by this agreement was granted to the Participant pursuant to the inducement grant exception under NASDAQ Stock Market Rule 5635(c)(4), and not pursuant to the Company's 2013 Stock Incentive Plan (the "Plan") or any other equity incentive plan of the Company, as an inducement that is material to the Participant entering into employment with the Company.

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

2. Vesting Schedule.

This option will become exercisable ("vest") in accordance with the vesting schedule set forth on the cover page of this agreement (the "Vesting Schedule"). Notwithstanding the foregoing, to the extent that the Participant is a party to an employment agreement or other agreement with the Company that provides vesting terms that differ from the Vesting Schedule, the terms set forth in such employment agreement or other agreement shall prevail.

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

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing, in the form of the Stock Option Exercise Notice attached as Annex A, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment as follows:

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

(2) except as may otherwise be approved by the Board of Directors of the Company (the "Board"), in its sole discretion, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

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

(4) to the extent approved by the Board in its sole discretion, by delivery of a notice of "net exercise" to the Company, as a result of which the Participant would receive (i) the number of shares underlying the portion of this option being exercised, less (ii) such number of shares as is equal to (A) the aggregate exercise price for the portion of this option being exercised divided by (B) the fair market value (determined by (or in a manner approved by) the Board) on the date of exercise;

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

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

The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

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

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation.

Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of 180 days following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment or other relationship with the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination. If the Participant is party to an employment or severance agreement with the Company that contains a definition of "cause" for termination of employment or other relationship with the Company, "Cause" shall have the meaning ascribed to such term in such agreement. Otherwise, "Cause" shall have the same meaning as defined in Section 7(c)(1) below.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under this option. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise of this option or at the same time as payment of the exercise price, unless the Company determines otherwise. If approved by the Board in its sole discretion, a Participant may satisfy such tax obligations in whole or in part by delivery (either by actual delivery or attestation) of shares of Common Stock underlying this option valued at their fair market value (determined by (or in a manner approved by) the Board); provided, however, except as otherwise provided by the Board, that the total tax withholding

where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income), except that, to the extent that the Company is able to retain shares of Common Stock having a fair market value (determined by (or in a manner approved by) the Company) that exceeds the statutory minimum applicable withholding tax without financial accounting implications or the Company is withholding in a jurisdiction that does not have a statutory minimum withholding tax, the Company may retain such number of shares of Common Stock (up to the number of shares having a fair market value equal to the maximum individual statutory rate of tax (determined by (or in a manner approved by) the Company)) as the Company shall determine in its sole discretion to satisfy the tax liability associated with this option. Shares used to satisfy tax withholding requirements cannot be subject to any forfeiture, unfulfilled vesting or other similar requirements.

5. Reporting.

The Participant acknowledges and agrees to comply with all necessary reporting obligations in the Participant's jurisdiction in relation to all taxes, social security contributions and any other similar charges which arise in relation to this option.

6. Transfer Restrictions.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

7. Adjustments for Changes in Common Stock and Certain Other Events. (a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the number and class of securities and exercise price per share of this option shall be equitably adjusted by the Company in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to this option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then the Participant, if he exercises this option between the record date and the distribution date for such stock dividend, shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon exercise of this option, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) Reorganization Events.

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

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

(3) For purposes of clause 7(b)(2)(i) above, this option shall be considered assumed if, following consummation of the Reorganization Event, this option confers the right to purchase, for each share of Common Stock subject to this option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of this option to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(c) Change in Control Events.

(1) Definitions.

A "Change in Control Event" shall mean:

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

B such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (x) who was a member of the Board on the date of the grant of this option or (y) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; or

C the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the combined voting power of the then-outstanding securities entitled to

vote generally in the election of directors of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Voting Securities immediately prior to such Business Combination and (y) no Person beneficially owns, directly or indirectly, 50% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

D the liquidation or dissolution of the Company.

"Good Reason" shall mean the occurrence of any of the following without the Participant's prior written consent: (A) any change in the Participant's position, title or reporting relationship with the Company from and after such Reorganization Event or Change in Control Event that diminishes in any material respect the authority, duties or responsibilities of the Participant as in effect immediately preceding the Reorganization Event or Change in Control Event, as the case may be; provided, however, that a change in the Participant's title or reporting relationship solely due to the Company becoming a division, subsidiary or other similar part of a larger organization following a Reorganization Event or Change in Control Event shall not by itself constitute Good Reason; or (B) any material reduction in the Participant's annual base compensation from and after such Reorganization Event or Change in Control Event, as the case may be. Notwithstanding the foregoing, "Good Reason" shall not be deemed to have occurred unless (x) the Participant provides the Company with written notice that the Participant intends to terminate employment for one of the grounds set forth in subsections (A) or (B) within sixty (60) days of such ground(s) arising, (y) if such ground is capable of being cured, the Company has failed to cure such ground within a period of thirty (30) days from the date of such written notice, and (z) the Participant terminates employment within six (6) months from the date that Good Reason first occurs.

"Cause" shall, for purposes of Section 7 of this agreement, mean the occurrence of any of the following: (A) the Participant's willful failure to perform in any material respect the Participant's material duties or responsibilities for the Company, which is not cured within thirty (30) days of written notice thereof to the Participant from the Company; (B)

repeated unexplained or unjustified absence from the Company inconsistent with the Participant's duties and responsibilities for the Company, which continues without explanation or justification after written notice thereof to the Participant from the Company; (C) the Participant's willful misconduct that causes material and demonstrable monetary or reputational injury to the Company, including, but not limited to, misappropriation or conversion of assets of the Company (other than non-material assets); or (D) the conviction of the Participant of, or the entry of a plea of guilty or *nolo contendere* by the Participant to, any crime involving moral turpitude or any felony.

(2) Notwithstanding the provisions of Section 7(b), this option shall be immediately exercisable in full if, on or prior to the first anniversary of the date of the consummation of the Change in Control Event, the Participant's employment with the Company or the acquiring or succeeding corporation is terminated for Good Reason by the Participant or is terminated without Cause by the Company or the acquiring or succeeding corporation.

8. Miscellaneous.

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

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

(c) Amendment. The Board may amend, modify or terminate this agreement, including but not limited to, substituting another option of the same or a different type and changing the date of exercise or realization. Notwithstanding the foregoing, the Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant, or (ii) the change is permitted under Section 7 and the Letter Agreement.

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

(e) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to this agreement until (i) all conditions of this agreement have been met to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and

regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(f) Administration by Board. The Board will administer this agreement and may construe and interpret the terms hereof. Subject to the terms and provisions of the Letter Agreement, the Board may correct any defect, supply any omission or reconcile any inconsistency in this agreement in the manner and to the extent it shall deem expedient to carry the Agreement into effect and it shall be the sole and final judge of such expediency. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under this agreement made in good faith.

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

(h) Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the State of Delaware.

ANNEX A

KARYOPHARM THERAPEUTICS INC.

Stock Option Exercise Notice

Karyopharm Therapeutics Inc.
85 Wells Ave
Newton, MA 02459

Dear Sir or Madam:

I, (the "Participant"), hereby irrevocably exercise the right to purchase shares of the Common Stock, $.0001 par value per share (the "Shares"), of Karyopharm Therapeutics Inc. (the "Company") at $ per share and a stock option agreement with the Company dated (the "Option Agreement"). Enclosed herewith is a payment of $, the aggregate purchase price for the Shares. The certificate for the Shares should be registered in my name as it appears below or, if so indicated below, jointly in my name and the name of the person designated below, with right of survivorship.

Dated: _____

_____
Signature
Print Name:

Address:

_____

_____

Name and address of persons in whose name the Shares are to be jointly registered (if applicable):

_____