Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 September 30, 2024

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: 001-39634

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

Delaware	**47-5271393**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
500 Technology Square, Ste 700 Cambridge MA	**02139**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: 617-586-3100

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, $0.0001 par value per share	FHTX	The Nasdaq Global 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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 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 Exchange Act). Yes ☐ No ☒

As of October 28, 2024, the registrant had 55,593,131 shares of common stock, $0.0001 par value per share, outstanding.

Table of Contents

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that are based on management's beliefs and assumptions and on information currently available to management. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements include, but are not limited to, statements concerning:

- the initiation, timing, progress, enrollment, results, and timing of results and regulatory filings of our research and development programs and our preclinical and clinical studies, including preclinical programs partnered under our collaboration with Eli Lilly and Company ("Lilly"), the ongoing Phase 1 clinical trial of FHD-286 in combination with decitabine in relapsed and/or refractory AML patients and the ongoing Phase 1 dose escalation study of FHD-909 for SMARCA4 mutated cancers with Lilly;
- our ability to advance any product candidates that we may develop and to successfully complete preclinical and clinical studies;
- our ability to leverage our initial programs to develop additional product candidates using our Gene Traffic Control® platform;
- developments related to our competitors and our industry;
- our ability to expand the target populations of our programs and the availability of patients for clinical testing;
- our ability to obtain regulatory approval for FHD-286, FHD-909 and any future product candidates from the U.S. Food and Drug Administration (the "FDA") and other regulatory authorities;
- our ability to identify and enter into future license agreements and collaborations;
- our ability to continue to rely on our contract development and manufacturing organizations ("CDMOs") or contract research organizations ("CROs"), including those located outside the United States, such as those located in China, for our manufacturing and research needs;
- regulatory developments in the United States and foreign countries;
- general economic conditions, including recessionary conditions, interest rates, monetary fluctuations and supply chain constraints;
- the impact of inflation and interest rates on our operation and our ability to raise additional capital;
- the expected trends in our expenses and capital requirements as they relate to our ongoing activities;
- geopolitical instability and armed conflict, including those in Asia, Ukraine, Gaza, and the Red Sea;
- our ability to attract and retain key scientific and management personnel; and
- the scope of protection we are able to establish, maintain and enforce for intellectual property rights covering FHD-286, FHD-909, our future products and our Gene Traffic Control platform.

The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions and are based largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of known and unknown risks, uncertainties and assumptions, including those described under the section entitled "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. Moreover, we operate in an evolving environment. New risks and uncertainties may emerge from time to time, and it is not possible for management to predict all risks and uncertainties. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

Foghorn Therapeutics Inc.
Condensed Consolidated Balance Sheets
(In thousands, except share and per share amounts)
(Unaudited)

	September 30, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 57,678	$ 80,336
Marketable securities	209,719	153,721
Prepaid expenses and other current assets	3,837	6,124
Total current assets	271,234	240,181
Property and equipment, net	10,513	12,956
Restricted cash	1,708	1,708
Other assets	848	1,115
Operating lease right-of-use assets	24,069	29,956
Total assets	$ 308,372	$ 285,916
Liabilities and Stockholders' Deficit		
Current liabilities:		
Accounts payable	$ 3,451	$ 6,260
Accrued expenses and other current liabilities	11,219	9,108
Operating lease liabilities	8,770	8,518
Deferred revenue	33,384	34,550
Total current liabilities	56,824	58,436
Operating lease liabilities, net of current portion	30,300	36,555
Deferred revenue, net of current portion	249,535	268,115
Total liabilities	336,659	363,106
Commitments and contingencies (Note 9)		
Stockholders' deficit:		
Preferred stock, $0.0001 par value; 25,000,000 shares authorized at September 30, 2024 and December 31, 2023; no shares issued and outstanding at September 30, 2024 and December 31, 2023	—	—
Common stock, $0.0001 par value; 175,000,000 shares authorized at September 30, 2024 and December 31, 2023; 55,593,131 shares issued and outstanding at September 30, 2024 and 42,282,040 shares issued and outstanding at December 31, 2023	6	4
Additional paid-in capital	510,028	395,196
Accumulated other comprehensive gain/(loss)	360	(826)
Accumulated deficit	(538,681)	(471,564)
Total stockholders' deficit	$ (28,287)	$ (77,190)
Total liabilities and stockholders' deficit	$ 308,372	$ 285,916

The accompanying notes are an integral part of these condensed consolidated financial statements.

Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Collaboration revenue	$ 7,808	$ 17,478	$ 19,746	$ 28,386
Operating expenses:				
Research and development	24,689	26,251	74,020	85,484
General and administrative	6,971	8,308	22,006	25,350
Impairment of long-lived assets	—	—	2,398	—
Total operating expenses	31,660	34,559	98,424	110,834
Loss from operations	(23,852)	(17,081)	(78,678)	(82,448)
Other income, net:				
Interest income	3,495	2,753	8,804	8,215
Other income, net	1,235	721	2,757	2,153
Total other income, net	4,730	3,474	11,561	10,368
Loss before income taxes	(19,122)	(13,607)	(67,117)	(72,080)
Provision for income taxes	—	(738)	—	(2,240)
Net loss	$ (19,122)	$ (14,345)	$ (67,117)	$ (74,320)
Net loss per share attributable to common stockholders—basic and diluted	$ (0.31)	$ (0.34)	$ (1.28)	$ (1.77)
Weighted average common shares outstanding—basic and diluted	62,602,848	42,025,938	52,241,942	41,888,314
Comprehensive loss:				
Net loss	$ (19,122)	$ (14,345)	$ (67,117)	$ (74,320)
Other comprehensive gain:				
Unrealized gains on marketable securities	698	826	1,186	2,093
Total other comprehensive gain	698	826	1,186	2,093
Total comprehensive loss	$ (18,424)	$ (13,519)	$ (65,931)	$ (72,227)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Stockholders' Equity (Deficit)
(In thousands, except share amounts)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount				
Balances at December 31, 2023	42,282,040	$ 4	$ 395,196	$ (826)	$ (471,564)	$ (77,190)
Issuance of common stock upon exercise of stock options and employee stock purchase plan	303,576	—	1,167	—	—	1,167
Stock-based compensation expense	—	—	3,224	—	—	3,224
Unrealized gains on marketable securities	—	—	—	329	—	329
Net loss	—	—	—	—	(25,016)	(25,016)
Balances at March 31, 2024	42,585,616	4	399,587	(497)	(496,580)	(97,486)
Issuance of common stock and pre-funded warrants, net of underwriting discounts, commissions and offering costs	12,743,039	2	102,814	—	—	102,816
Stock-based compensation expense	—	—	3,168	—	—	3,168
Unrealized gains on marketable securities	—	—	—	159	—	159
Net loss		—	—	—	(22,979)	(22,979)
Balances at June 30, 2024	55,328,655	6	505,569	(338)	(519,559)	(14,322)
Issuance of common stock upon exercise of stock options and employee stock purchase plan	264,476	—	1,441	—	—	1,441
Stock-based compensation expense	—	—	3,018	—	—	3,018
Unrealized gains on marketable securities	—	—	—	698	—	698
Net loss	—	—	—	—	(19,122)	(19,122)
Balances at September 30, 2024	55,593,131	$ 6	$ 510,028	$ 360	$ (538,681)	$ (28,287)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Gain (Loss)	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount				
Balances at December 31, 2022	41,803,436	$ 4	$ 377,232	$ (3,986)	$ (373,138)	$ 112
Issuance of common stock upon exercise of stock options and employee stock purchase plan	21,322	—	102	—	—	102
Stock-based compensation expense	—	—	4,572	—	—	4,572
Unrealized gains on marketable securities	—	—	—	1,116	—	1,116
Net loss	—	—	—	—	(30,488)	(30,488)
Balances at March 31, 2023	41,824,758	4	381,906	(2,870)	(403,626)	(24,586)
Issuance of common stock upon exercise of stock options and employee stock purchase plan	27,680	—	102	—	—	102
Stock-based compensation expense	—	—	4,470	—	—	4,470
Unrealized gains on marketable securities	—	—	—	151	—	151
Net loss	—	—	—	—	(29,487)	(29,487)
Balances at June 30, 2023	41,852,438	4	386,478	(2,719)	(433,113)	(49,350)
Issuance of common stock upon exercise of stock options and employee stock purchase plan	364,688	—	1,387	—	—	1,387
Stock-based compensation expense	—	—	4,094	—	—	4,094
Unrealized gains on marketable securities	—	—	—	826	—	826
Net loss	—	—	—	—	(14,345)	(14,345)
Balances at September 30, 2023	42,217,126	$ 4	$ 391,959	$ (1,893)	$ (447,458)	$ (57,388)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2024	2023
Cash flows from operating activities:		
Net loss	$ (67,117)	$ (74,320)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	9,410	13,135
Depreciation and amortization expense	2,359	2,599
Loss on disposal of property and equipment	—	3
Impairment of long-lived assets	2,398	—
Noncash lease expense	4,254	3,815
Accretion of discount on marketable securities	(3,044)	(2,156)
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	2,554	1,297
Accounts payable	(2,809)	1,082
Accrued expenses and other liabilities	1,857	(2,129)
Operating lease liabilities	(6,003)	(5,505)
Deferred revenue	(19,746)	(28,386)
Net cash used in operating activities	(75,887)	(90,565)
Cash flows from investing activities:		
Purchases of property and equipment	(427)	(1,187)
Proceeds from sale of property and equipment	—	1
Purchases of marketable securities	(221,821)	(67,061)
Proceeds from maturities of marketable securities	170,053	175,312
Net cash provided by (used in) investing activities	(52,195)	107,065
Cash flows from financing activities:		
Proceeds from offerings of common stock and pre-funded warrants, net of underwriting discounts and commissions	103,401	—
Payments of public offering costs	(585)	—
Proceeds from issuance of common stock upon exercise of stock options and employee stock purchase plan	2,608	1,592
Net cash provided by financing activities	105,424	1,592
Net increase (decrease) in cash, cash equivalents and restricted cash	(22,658)	18,092
Cash, cash equivalents and restricted cash at beginning of period	82,044	53,922
Cash, cash equivalents and restricted cash at end of period	$ 59,386	$ 72,014
Supplemental disclosure and noncash investing and financing information:		
Cash paid for taxes	$ 813	$ 2,686
Purchases of property and equipment included in accounts payable and accrued expenses	$ 289	$ 58
Reconciliation of cash, cash equivalents and restricted cash:		
Cash and cash equivalents	$ 57,678	$ 70,306
Restricted cash	1,708	1,708
Total cash, cash equivalents and restricted cash shown in the statement of cash flows	$ 59,386	$ 72,014

The accompanying notes are an integral part of these condensed consolidated financial statements.

Foghorn Therapeutics Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Nature of Business, Going Concern and Basis of Presentation

Nature of Business

Foghorn Therapeutics Inc. (the "Company") is a clinical-stage biopharmaceutical company discovering and developing a new class of medicines targeting genetically determined dependencies within the chromatin regulatory system. The Company uses its proprietary Gene Traffic Control platform to identify, validate and potentially drug targets within the system. The Company was founded in October 2015 as a Delaware corporation. The Company is headquartered in Cambridge, Massachusetts.

The Company is subject to risks similar to those of other clinical-stage companies in the biopharmaceutical industry, including dependence on key individuals, the need to develop commercially viable products, competition from other companies, many of whom are larger and better capitalized, and the need to obtain adequate additional financing to fund the development of its products. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be maintained, that any products developed will obtain required regulatory approval or that any approved products will be commercially viable. Even if the Company's development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from the sale of its products.

In May 2024, the Company entered into an underwriting agreement with Jefferies LLC, TD Securities (USA) LLC and Evercore Group LLC relating to the issuance and sale of an aggregate of 12,743,039 shares of its common stock at a public offering price of $5.51 per share to certain investors. In addition, the Company issued and sold pre-funded warrants to purchase 7,220,794 shares of its common stock (the "Pre-funded Warrants") at a public offering price of $5.5099 per pre-funded warrant, which equals the public offering price per share of the common stock less the $0.0001 exercise price per share of each pre-funded warrant. The offering closed on May 22, 2024, resulting in net proceeds of $102.8 million, after deducting underwriting discounts, commissions and other offering expenses.

Going concern

The accompanying unaudited condensed consolidated financial statements have been prepared on the basis of continuity of operations, realization of assets and the satisfaction of liabilities and commitments in the ordinary course of business. Since inception, the Company has funded its operations primarily with proceeds from sales of preferred stock, upfront and milestone payments from collaboration agreements, public offerings and a stock purchase agreement. The Company has incurred recurring losses, including net losses of $67.1 million and $74.3 million for the nine months ended September 30, 2024 and 2023, respectively. As of September 30, 2024, the Company had an accumulated deficit of $538.7 million. The Company expects to continue to generate operating losses in the foreseeable future. As of the issuance date of these interim unaudited condensed consolidated financial statements the Company expects that its cash, cash equivalents and marketable securities will be sufficient to fund its operating expenses and capital expenditure requirements for at least 12 months.

The Company will need to obtain additional funding through public or private equity offerings, debt financings, collaborations, strategic alliances and/or licensing arrangements to continue to fund its operations. The Company may not be able to obtain financing on acceptable terms, or at all, and the Company may not be able to enter into collaborative or strategic alliances or licensing arrangements. The terms of any financing may adversely affect the holdings or the rights of the Company's stockholders. Arrangements with collaborators or others may require the Company to relinquish rights to certain of its technologies or programs. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, pipeline expansion or commercialization efforts, which could adversely affect its business prospects. Although management will continue to pursue these plans, there is no assurance that the Company will be successful in obtaining sufficient funding in the future on terms acceptable to the Company to fund continuing operations when needed or at all.

Basis of presentation

The Company's unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the United States Securities and Exchange Commission for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary. All intercompany accounts and transactions have been eliminated in consolidation. Any reference in these notes to applicable guidance is meant to refer to the authoritative GAAP as found in the Accounting

Standards Codification (“ASC”) and Accounting Standards Update (“ASU”) of the Financial Accounting Standards Board (“FASB”).

2. Summary of Significant Accounting Policies

The accounting policies of the Company are set forth in Note 2 to the consolidated financial statements contained in the Company’s 2023 Annual Report on Form 10-K, and the accounting policies followed by the Company for interim financial reporting are consistent with the accounting policies therein.

Recently Issued Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies that the Company adopts as of the specified effective date. The Company qualifies as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 and has elected not to “opt out” of the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it has different application dates for public and nonpublic companies, the Company can adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and can do so until such time that the Company either (i) irrevocably elects to opt out of such extended transition period or (ii) no longer qualifies as an emerging growth company.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures*, which is intended to provide enhancements to segment disclosures, even for entities with only one reportable segment. In particular, the standard will require disclosures of significant segment expenses regularly provided to the chief operating decision maker and included within each reported measure of segment profit and loss. The standard will also require disclosure of all other segment items by reportable segment and a description of its composition. Finally, the standard will require disclosure of the title and position of the chief operating decision maker and an explanation of how the chief operating decision maker uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. The standard is effective for annual periods beginning after December 15, 2023 and interim periods within annual periods beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact of the standard on the presentation of its condensed consolidated financial statements and footnotes.

3. Marketable Securities and Fair Value Measurements

As of September 30, 2024, available for sale marketable securities by security type consisted of (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. treasury notes (due within one year)	$ 47,369	$ 64	$ (1)	$ 47,432
Commercial paper (due within one year)	63,082	108	—	63,190
Corporate notes and bonds (due within one year)	98,908	213	(24)	99,097
Total	$ 209,359	$ 385	$ (25)	$ 209,719

As of December 31, 2023, available for sale marketable securities by security type consisted of (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. government agencies (due within one year)	11,823	—	(26)	11,797
Commercial paper (due within one year)	5,901	7	(2)	5,906
Corporate notes and bonds (due within one year)	130,933	11	(784)	130,160
Corporate notes and bonds (due after one year through two years)	5,890	—	(32)	5,858
Total	$ 154,547	$ 18	$ (844)	$ 153,721

The following tables present the Company's fair value hierarchy for its assets and liabilities, which are measured at fair value on a recurring basis (in thousands):

	Fair Value Measurements at September 30, 2024 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	$ 38,974	$ —	$ —	$ 38,974
U.S. treasury notes	—	8,667	—	8,667
Commercial paper	—	10,037	—	10,037
Marketable securities:				
U.S. treasury notes	—	47,432	—	47,432
Commercial paper	—	63,190	—	63,190
Corporate notes and bonds	—	99,097	—	99,097
Total	$ 38,974	$ 228,423	$ —	$ 267,397

	Fair Value Measurements at December 31, 2023 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	$ 53,336	$ —	$ —	$ 53,336
U.S. treasury notes	—	27,000	—	27,000
Marketable securities:				
U.S. government agencies	—	11,797	—	11,797
Commercial paper	—	5,906	—	5,906
Corporate notes and bonds	—	136,018	—	136,018
Total	$ 53,336	$ 180,721	$ —	$ 234,057

For the three and nine months ended September 30, 2024 and 2023, there were no transfers between Level 1, Level 2 and Level 3.

4. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	September 30, 2024	December 31, 2023
Laboratory equipment	$ 6,870	$ 6,804
Furniture and fixtures	827	815
Computer equipment and software	61	115
Leasehold improvements	16,788	17,239
Assets not yet placed in service	289	—
	24,835	24,973
Less: Accumulated depreciation and amortization	(14,322)	(12,017)
	$ 10,513	$ 12,956

Depreciation and amortization expense was $0.7 million and $0.9 million for the three months ended September 30, 2024 and 2023 and $2.4 million and $2.6 million for the nine months ended September 30, 2024 and 2023, respectively. The Company recognized a non-cash impairment of leasehold improvements of $0.8 million for the nine months ended September 30, 2024, see Note 9 *Commitments and Contingencies* for additional information.

5. Accrued Expenses and Other Current Liabilities

Accrued expenses consisted of the following (in thousands):

	September 30, 2024	December 31, 2023
Accrued external research and development expenses	$ 6,602	$ 3,610
Accrued employee compensation and benefits	3,771	4,347
Accrued income taxes	—	674
Accrued professional fees	633	441
Other	213	36
	$ 11,219	$ 9,108

6. Common Stock and Net Loss Per Share

Common Stock

Each share of common stock entitles the holder to one vote on all matters submitted to a vote of the Company's stockholders. Common stockholders are not entitled to receive dividends, unless declared by the board of directors.

In May 2024, the Company entered into an underwriting agreement with Jefferies LLC, TD Securities (USA) LLC and Evercore Group LLC relating to the issuance and sale of an aggregate of 12,743,039 shares of its common stock at a public offering price of $5.51 per share to certain investors. In addition, the Company issued and sold to certain investors in lieu of common stock the Pre-funded Warrants to purchase 7,220,794 shares of its common stock at a public offering price of $5.5099 per pre-funded warrant, which represents the public offering price per share of the common stock less the $0.0001 exercise price per share of each pre-funded warrant. The offering closed on May 22, 2024, resulting in net proceeds of $102.8 million after deducting underwriting discounts and commissions and other offering expenses.

As the Pre-funded Warrants are indexed to the Company's common stock (and otherwise meet the requirements to be classified in equity), the Company recorded the consideration received from the issuance of the pre-funded warrants as additional paid-in capital on the Company's condensed consolidated balance sheets and statements of stockholders' equity.

The Pre-funded Warrants are exercisable at any time. A holder of Pre-Funded Warrants may not exercise any portion of any Pre-funded Warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of the Company's common stock outstanding immediately after giving effect to such exercise. A holder of Pre-Funded Warrants may increase or decrease this percentage to any other percentage not in excess of 19.99%, if exceeding
such percentage would result in a change of control under Nasdaq Listing Rule 5636(b) or any successor rule, by providing at least 61 days' prior notice to the Company subject to the terms of the Pre-funded Warrant.

Net Loss Per Share

The following pre-funded warrants outstanding at each period end were included in the basic and diluted net loss per share calculation:

	September 30,	
	2024	2023
Pre-funded warrants to purchase common stock	7,220,794	—

During the three and nine months ended September 30, 2024, no pre-funded warrants were exercised.

The following common stock equivalents presented based on amounts outstanding at each period end have been excluded from the calculation of diluted net loss per share because including them would have had an anti-dilutive impact:

	September 30,	
	2024	2023
Stock options to purchase common stock	9,016,562	9,532,730
Warrants to purchase common stock	18,445	18,445
	9,035,007	9,551,175

7. Stock-Based Compensation

2020 Equity Incentive Plan

The Company's 2020 Equity Incentive Plan (the "2020 Plan") provides for the grant of incentive stock options, non-qualified options, stock appreciation rights, restricted stock awards, restricted stock units and other stock-based awards. The number of shares initially reserved for issuance under the 2020 Plan was (i) 2,200,000 shares (the "share pool"), plus (ii) the number of shares of common stock available for issuance under the Company's 2016 Stock Incentive Plan (the "2016 Plan") as of the effective date of the 2020 Plan, plus the number of shares of common stock underlying awards under the 2016 Plan that on or after the date of adoption expire or become unexercisable without delivery of shares, are forfeited to, or repurchased for cash, are settled in cash, or otherwise become available again for grant under the 2016 Plan, in each case, in accordance with its terms (up to an aggregate of 5,078,295 shares). As of September 30, 2024, 2,718,499 shares remained available for future grant under the 2020 Plan.

The share pool will automatically increase on January 1 of each year from 2021 to 2030 by the lesser of (i) four percent of the number of shares of our common stock outstanding as of the close of business on the immediately preceding December 31 and (ii) the number of shares determined by the board of directors on or prior to such date for such year. The number of shares reserved for issuance under the 2020 Plan was increased by 1,691,281 shares effective January 1, 2024.

The 2020 Plan is administered by the board of directors or, at the discretion of the board of directors, by a committee of the board of directors. The exercise prices, vesting and other restrictions are determined at the discretion of the board of directors, or its committee if so delegated. Stock options granted with service-based vesting conditions generally vest over four years and expire after ten years. The exercise price for stock options granted is not less than the fair value of common stock on the date of grant. The Company bases fair value of common stock on the quoted market price.

2020 Employee Stock Purchase Plan

On October 21, 2020, the Company's board of directors adopted and its stockholders approved the 2020 Employee Stock Purchase Plan (the "ESPP"), which became effective on October 21, 2020. The aggregate number of shares of common stock available for purchase pursuant to the exercise of options under the ESPP is 360,000 shares, plus an automatic annual increase, as of January 1 of each year from 2021 to 2030, equal to the lesser of one percent of the number of shares of common stock outstanding as of the close of business on the immediately preceding December 31 and (ii) the number of shares determined by the board of directors on or prior to such date for such year (up to a maximum of 3,220,520 shares). The number of shares reserved for issuance under the ESPP was increased by 422,820 shares to 1,566,120 shares effective January 1, 2024. As of September 30, 2024, 1,544,076 shares remained available for future grant under the ESPP.

Eligible employees may authorize payroll deductions of up to 15% of their eligible compensation during an offering period. The purchase of shares is done at a 15% discount on the lesser of (i) the Fair Market Value of a share of Stock on the first day of the offering period and (ii) the Fair Market Value of a share of Stock on the last day of the offering period. The Company currently holds two offering periods, September 1 and March 1, respectively. The Company recognized less than $0.1 million of expense related to the ESPP for the three and nine months ended September 30, 2024 and 2023, respectively.

Stock-Based Compensation

Stock-based compensation expense was classified in the condensed consolidated statements of operations and comprehensive loss as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Research and development expenses	$ 1,255	$ 1,776	$ 3,921	$ 5,800
General and administrative expenses	1,763	2,318	5,489	7,335
	$ 3,018	$ 4,094	$ 9,410	$ 13,135

As of September 30, 2024, total unrecognized compensation cost related to unvested options was $18.5 million, which is expected to be recognized over a weighted average period of 2.2 years.

8. Collaboration Agreements

Lilly Collaboration Agreement and Stock Purchase Agreement

In December 2021, the Company entered into a collaboration agreement (the "Lilly Collaboration Agreement") with Eli Lilly and Company ("Lilly") to create novel oncology medicines by applying Foghorn's proprietary Gene Traffic Control platform.

The collaboration includes a co-development and co-commercialization agreement for the Company's selective SMARCA2 (BRM) oncology target, consisting of two programs, and one additional undisclosed oncology target (collectively, the "Joint Programs"). The collaboration also includes three additional discovery targets or programs (collectively, the "Discovery Programs") for a total of six programs directed at five targets.

With respect to the Joint Programs, the Company will lead discovery and early research activities through the successful completion of dose finding toxicity studies for the identified compound, while Lilly will lead development and commercialization activities of the identified compound with participation from the Company in development activities and 50% cost sharing until registrational clinical trials. The Company and Lilly may jointly develop and commercialize the Joint Program compound though the Company may, in its sole discretion, opt-out on a program-by-program basis of further participation in the development and commercialization efforts prior to the first registrational clinical trial. If the Company does not opt-out, Lilly and the Company will continue to share in the costs to further develop and commercialize the Joint Program compound on a worldwide basis, equally share in the U.S. profits on product sales, subject to certain adjustments and receive royalties on sales outside of the United States ("Ex-U.S.") at royalty rates ranging from low double digits to high twenties. If the Company opts-out of further development and commercialization efforts, it will have no further obligations to share in the development and commercialization costs, will receive royalties rather than profit share on U.S. sales and will receive royalties at a lower rate on Ex-U.S. sales.

With respect to the Discovery Programs, the Company will lead discovery and early research activities through the successful completion of dose finding toxicity studies for the identified compounds. The Company may, in its sole discretion, opt-in on a program-by-program basis after the successful completion of dose finding toxicity to participate in the further development and commercialization efforts of the Discovery Program compounds. If the Company opts-in to the development and commercialization of the Discovery Program compounds, it will be eligible to receive milestone payments of up to $10.0 million per program upon specified research and development milestones and up to $180.0 million per program upon achievement of specified regulatory and commercial milestones and will also be eligible to share in the U.S. profits at pre-determined percentages on product sales. The Company would also be eligible to receive tiered Ex-U.S. royalty rates, calculated on a product-by-product and country-by-country basis, on net sales outside of the United States, if any, ranging from low single digits to low double digits, but less then teens. If the Company does not opt-in to further development and commercialization efforts for the Discovery Programs, it will be eligible to receive milestone payments of up to $70.0 million per program upon specified research and development milestones and up to $360.0 million per program upon achievement of specified regulatory and commercial milestones per approved product, if any. The Company would also be eligible to receive tiered royalties on net sales of products worldwide at royalty rates ranging from low single digits to low double digits, but less than teens.

Lilly has the right to make substitutions for each of the five targets during the research term of each program, subject to certain limitations. Pursuant to the Lilly Collaboration Agreement, the Company will also participate in joint decision-making through the joint steering committee and subcommittees. Unless terminated earlier, the Lilly Collaboration Agreement will continue on a product-by-product basis until the expiration of all royalty obligations under the Lilly Collaboration Agreement and when neither the Company nor Lilly is developing, commercializing or manufacturing any product under the Lilly Collaboration Agreement. The Company or Lilly may terminate the Lilly Collaboration Agreement upon an uncured material breach by the other party. Lilly may also terminate the Lilly Collaboration Agreement in its entirety or on a target-by-target, program-by-program or product-by-product basis for any reason upon certain notice to the Company.

The Company determined that (1) the research activities performed by the Company for both the Joint Programs and the Discovery Programs (2) the development activities and cost sharing for the Joint Program development efforts after dose finding toxicity until registrational clinical trials (3) the research, development, manufacture and commercialization licenses and (4) service on the joint steering committee and subcommittees represent a single performance obligation under the Lilly Collaboration Agreement. The Company determined that Lilly cannot benefit from the licenses separately from the research activities, the development activities until registrational clinical trials and participation on the joint steering committee and subcommittees because these services are specialized and rely on the Company's expertise such that these activities are highly interrelated and therefore not distinct. Accordingly, the promised goods and services represent one combined performance obligation, and the entire transaction price was allocated to that single combined performance obligation. The performance obligation will be satisfied over time as the Company performs the research activities, participates and shares in the cost of the development activities for the Joint Programs and participates in a joint steering committee and subcommittees to oversee these activities.

The Company's options to share in further development and commercialization efforts via its opt-in/opt-out rights will be assessed and accounted for as separate units of accounting under the relevant guidance if, and when, such options are exercised by the Company.

During the third quarter of 2023, the Company has transitioned the SMARCA2 (BRM) Selective inhibitor, FHD-909, into development activities for which Lilly will lead and the Company will participate and share in 50% of the costs until at least

registrational trials. Costs incurred will continue to be included in research and development expenses on the condensed consolidated statements of operations and comprehensive loss.

As of September 30, 2024, the aggregate amount of the transaction price related to the unsatisfied portion of the performance obligation was $282.9 million, which is expected to be recognized as revenue through 2029 or beyond depending on the timing of certain clinical development activities. The Company does not expect collaboration revenue to be recognized evenly over this period as it will be recognized on a percentage of completion basis (using a cost-to-cost method) as the Company performs the research and development activities and participates on the joint steering committee and subcommittees, which will likely vary from period to period. In estimating the total costs to satisfy its single performance obligation pursuant to the Lilly Collaboration Agreement, the Company is required to make significant estimates including an estimate of the number of target substitutions Lilly may elect to make and the expected time and expected costs to fulfill the performance obligation. The cumulative effect of revisions to the total estimated costs to complete the Company's single performance obligation will be recorded in the period in which the changes are identified, and amounts can be reasonably estimated. While such revisions will have no impact on the Company's cash flows, a significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods and the classification of deferred revenue between short-term and long-term.

For the three months ended September 30, 2024 and 2023, the Company recorded $7.8 million and $1.4 million, respectively, of revenue under the Lilly Collaboration Agreement, which was included in deferred revenue at the beginning of the respective periods. For the nine months ended September 30, 2024 and 2023, the Company recorded $19.7 million and $11.3 million, respectively, of revenue under the Lilly Collaboration Agreement, which was included in deferred revenue at the beginning of the respective periods. As of September 30, 2024 and December 31, 2023, the Company had a payable to Lilly of $4.2 million and $1.5 million recorded in accrued expenses and other current liabilities on the Company's condensed consolidated balance sheets.

Merck Collaboration Agreement

In July 2020, the Company entered into the Merck Collaboration Agreement with Merck, pursuant to which the Company and Merck applied Foghorn's proprietary Gene Traffic Control platform to discover and develop novel therapeutics. Under the terms of the Merck Collaboration Agreement, the Company and Merck were each responsible to perform certain research activities in accordance with a mutually-agreed upon research plan.

For the three and nine months ended September 30, 2023, the Company recorded $16.1 million and $17.0 million, respectively, of the revenue under the Merck Collaboration Agreement, which was included in deferred revenue at the beginning of the respective period and the classification of deferred revenue between short term and long term.

On August 9, 2023 the Company received notice from Merck that it is terminating the Merck Collaboration Agreement effective November 7, 2023 and, accordingly, all remaining deferred revenue was recognized at that time. As of December 31, 2023, there was no remaining performance obligation, and no corresponding deferred revenue remaining, under the Merck Collaboration Agreement.

9. Commitments and Contingencies

Leases

The Company leases office space under a non-cancelable operating lease (the "Operating Lease"). There have been no material changes to the Company's Operating Lease during the three and nine months ended September 30, 2024. For additional information, see Note 10, *Leases*, to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

Sublease agreement

On May 10, 2024, the Company entered into a sublease with a new subtenant (the "Sublease") to sublease 15,700 square feet at the Company's main office in Cambridge, MA (the "Subleased Space"). The Sublease commenced during the third quarter of 2024 and has a term from July 1, 2024 through September 29, 2028. The Company expects to receive $6.6 million over the lease term.

The Sublease qualified as a triggering event that could indicate that the carrying amount of the asset group related to the Subleased Space, which includes the Operating Lease right-of-use asset and related leasehold improvements, may not be recoverable. The Company tested for impairment by comparing the carrying amount of the asset group to the future undiscounted net cash flows expected to be generated by the asset group. The impairment test indicated that the asset group was impaired and the Company measured the impairment loss as the excess of the asset group's carrying value over its fair value.

The fair value of this asset group was calculated as the present value of the estimated future cash flows of the sublease income discounted at a rate of 9%. The fair value of this asset group was classified in level 3 of the fair value hierarchy and was nonrecurring.

The Company recognized a non-cash impairment charge of $2.4 million on the condensed consolidated statements of operations and comprehensive loss of which $1.6 million was allocated to the Operating Lease right-of-use asset and $0.8 million was allocated to leasehold improvements.

License agreements

The Company has entered into various exclusive and non-exclusive license agreements for certain technologies. Under the terms of these license agreements, the Company could be required to reimburse the licensors for patent expenses and remit amounts in the low single-digit as sales-based royalties upon the occurrence of specific events as outlined in the corresponding license agreements. The Company is also required to make annual license maintenance fees of less than $0.3 million and pay up to $1.1 million in regulatory milestones on each licensed product upon the occurrence of specific events as outlined in one of the license agreements. None of our product candidates utilize technologies covered by these licenses.

Indemnification agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, contract research organizations, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its board of directors and its executive officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. The Company has not incurred any material costs as a result of such indemnifications and is not currently aware of any indemnification claims.

Legal Proceedings

From time to time, the Company may become involved in litigation or other legal proceedings. The Company is not currently a party to any material litigation or legal proceedings.

10. Related Parties

In October 2015, the Company entered into a five-year consulting agreement with a scientific founder of the Company who is also a shareholder. This agreement was amended and extended to January 1, 2025 and is subject to automatic one-year renewal terms until terminated if notice is provided more than 30 days before the current end of term date. During the three months ended September 30, 2024 and 2023, the Company paid the scientific founder a de minimis amount. During the nine months ended September 30, 2024 and 2023, the Company paid the scientific founder $0.2 million and $0.1 million, respectively. As of September 30, 2024 and December 31, 2023, the Company had none and less than $0.1 million, respectively, of accounts payable due to the scientific founder.

On December 10, 2021, we entered into the Lilly Collaboration Agreement with Lilly. Concurrent with the Lilly Collaboration Agreement the Company also entered into a stock purchase agreement with Lilly (the “Lilly SPA”) where the Company issued and sold Lilly 4,000,000 shares of our common stock at a price of $20.00 per share, making them a 5% or greater shareholder in the Company for the nine months ended September 30, 2024 and 2023. We are obligated to make certain payments to Lilly pursuant to the Lilly Collaboration Agreement. During the three months ended September 30, 2024, the Company paid Lilly $1.3 million. The Company made no payments to Lilly during the three months ended September 30, 2023. During the nine months ended September 30, 2024, the Company paid Lilly $4.2 million. The Company made no payments to Lilly during the nine months ended September 30, 2023. As of September 30, 2024 and December 31, 2023, the Company had a payable of $4.2 million and $1.5 million, respectively, due to Lilly.

On January 16, 2024, the Company appointed Stephen J. DiPalma, a managing director at Danforth Advisors, LLC (“Danforth”), as Treasurer and interim Chief Financial Officer, a position he held until April 16, 2024. The Company had previously entered into an agreement with Danforth to provide strategic and financial consulting services to the Company. During the three months ended September 30, 2024, the Company paid Danforth less than $0.1 million. During the nine months ended September 30, 2024, the Company paid Danforth $0.3 million. As of September 30, 2024 the Company had less than $0.1 million of accounts payable due to Danforth.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the related notes to those statements included elsewhere in this Quarterly Report on Form 10-Q. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Some of the numbers included herein have been rounded for the convenience of presentation. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and in this Quarterly Report on Form 10-Q.

Overview

Foghorn is a clinical stage, precision therapeutics biotechnology company pioneering a new class of medicines that treat serious diseases by correcting abnormal gene expression through selectively targeting the chromatin regulatory system, an untapped opportunity for therapeutic intervention in oncology and with potential in a wide spectrum of other diseases.

The chromatin regulatory system orchestrates gene expression—the turning on and off of genes—which is fundamental to how all our cells function. The chromatin regulatory system is implicated in approximately 50 percent of all cancers, and understanding how this system works could lead to an entirely new class of precision medicines. To our knowledge, we are the only company with the ability to study and target the chromatin regulatory system at scale, in context, and in an integrated way.

Our proprietary Gene Traffic Control platform provides an integrated and mechanistic understanding of how the various components of the chromatin regulatory system interact, allowing us to identify, validate and potentially drug targets within this system. We have developed unique capabilities that have yielded new insights and scalability in drugging this new, previously untapped and promising area.

At present, we are working on more than eight programs with two clinical-stage drug candidates currently in Phase 1 development. We have discovered highly selective chemical matter for some of the most challenging targets in oncology including SMARCA2 (BRM), CBP, EP300 and ARID1B as well as other undisclosed targets. We believe our current pipeline has the potential to help more than 500,000 cancer patients. We take a small molecule modality agnostic approach to drugging targets which includes protein degraders, allosteric enzymatic inhibitors, and transcription factor disruptors. We are a biology first company which means we focus first on the underlying genetics and biology of a disease relevant target and then leverage the most appropriate drugging approach to impact the disease biology.

We are currently conducting a Phase 1 dose escalation study of FHD-286, a selective, allosteric ATPase inhibitor of SMARCA2 (BRM) and SMARCA4 (BRG1), in combination with either decitabine or cytarabine in relapsed and/or refractory acute myeloid leukemia patients. As part of our collaboration with Eli Lilly and Company ("Lilly"), a Phase 1 dose escalation study dosed its first patient in October of 2024 with FHD-909, a selective allosteric ATPase inhibitor of SMARCA2 (BRM).

During the third quarter of 2023, we transitioned the SMARCA2 (BRM) Selective inhibitor, FHD-909, to Lilly which triggered the 50/50 cost share for the SMARCA2 (BRM) programs. Costs related to the cost-share are included in research and development expenses on the condensed consolidated statements of operations and comprehensive loss.

Since our inception, we have focused substantially all of our resources on building our Gene Traffic Control platform, organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, protecting our trade secrets, filing patent applications, identifying potential product candidates, undertaking preclinical studies and clinical trial activities, establishing arrangements with third parties for the manufacture of initial quantities of our product candidates and component materials and initiating two strategic collaborations. We do not have any products approved for sale and have not generated any revenue from product sales.

On December 10, 2021, we entered into a collaboration agreement (the "Lilly Collaboration Agreement") with Lilly, for which we received an upfront payment of $300.0 million in January 2022 (see Note 8 to our notes to unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q). Concurrent with the Lilly Collaboration Agreement, we also entered into a stock purchase agreement (the "Lilly SPA") with Lilly whereby we issued and sold Lilly 4,000,000 shares of our common stock at a price of $20.00 per share, resulting in net proceeds of $80.0 million, of which $42.2 million was allocated to equity upon the issuance of our common stock.

In May 2024, the Company entered into an underwriting agreement with Jefferies LLC, TD Securities (USA) LLC and Evercore Group LLC relating to the issuance and sale of an aggregate of 12,743,039 shares of its common stock at a public offering price of $5.51 per share to certain investors. In addition, the Company issued and sold to certain investors in lieu of common stock pre-funded warrants to purchase 7,220,794 shares of its common stock (the "Pre-funded Warrants") at a public offering price of $5.5099 per pre-funded warrant, which represents the public offering price per share of the common stock less the $0.0001 exercise price per share of each pre-funded warrant. The offering (the "May 2024 Offering") closed on May 22,

2024, resulting in net proceeds of $102.8 million, after deducting underwriting discounts, commissions and other offering expenses.

We have incurred significant operating losses since our inception. For the nine months ended September 30, 2024 and the year ended December 31, 2023, we reported net losses of $67.1 million and $98.4 million, respectively. As of September 30, 2024, we had an accumulated deficit of $538.7 million. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. Our ability to generate any product revenue or product revenue sufficient to achieve profitability will depend on the successful development and eventual commercialization of one or more product candidates we are developing or may develop.

We expect that our expenses and capital requirements will increase substantially in connection with our ongoing activities, particularly if and as we:

- advance FHD-286, FHD-909 and other product candidates partnered with Lilly, and continue preclinical and clinical development of product candidates from our current portfolio;
- identify and advance additional research programs and additional product candidates;
- initiate preclinical testing for any new product candidates we identify and develop;
- obtain, maintain, expand, enforce, defend and protect our trade secrets and intellectual property portfolio and provide reimbursement of third-party expenses related to our patent portfolio;
- hire additional research and development personnel;
- add operational, legal, compliance, financial and management information systems and personnel to support our research, product development and operations;
- expand the capabilities of our platform;
- acquire or in-license product candidates, intellectual property and technologies;
- operate as a public company;
- seek marketing approvals for any product candidates that successfully complete clinical trials; and
- ultimately establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval.

We will not generate revenue from product sales unless and until we successfully commercialize one of our product candidates, after completing clinical development and obtaining regulatory approval. If we obtain regulatory approval for any of our product candidates, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing, manufacturing and distribution. Further, we expect to incur additional costs associated with operating as a public company.

As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of equity offerings, debt financings and collaborations or licensing arrangements and the Lilly Collaboration Agreement. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements as, and when, needed, we may have to significantly delay, scale back our development or commercialization plans for one or more of our product candidates.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve or maintain profitability. Even if we are able to generate product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

Components of Our Results of Operations

Collaboration Revenue

To date, we have not generated any revenue from product sales and do not expect to do so in the near future. If our development efforts for our product candidates are successful and result in regulatory approval or licenses with third parties, we may generate revenue in the future from product sales, milestone payments under our existing collaboration agreements or payments from other license agreements that we may enter into with third parties.

In December of 2021, we entered into a strategic collaboration with Lilly to create novel oncology medicines by applying Foghorn's proprietary Gene Traffic Control platform. The collaboration includes a co-development and co-commercialization agreement for the aforementioned selective SMARCA2 (BRM) oncology program and an additional undisclosed oncology target. In addition, the collaboration includes three additional discovery programs using Foghorn's proprietary Gene Traffic Control platform. Under the terms of the collaboration, Foghorn received upfront consideration of $300.0 million in cash pursuant to the Lilly Collaboration Agreement, together with an equity investment by Lilly of $80.0 million in shares of Foghorn common stock pursuant to the Lilly SPA.

For the SMARCA2 (BRM) selective program and the additional undisclosed target program, Foghorn will lead discovery and early research activities, while Lilly will lead development and commercialization activities with participation from Foghorn in operational activities and cost sharing. Foghorn and Lilly will share 50/50 in the U.S. economics, and Foghorn is eligible to receive royalties on ex-U.S. sales starting in the low double-digit range and escalating into the twenties based on revenue levels.
For the additional discovery programs, Foghorn will lead discovery and early research activities. Foghorn may receive up to a total of $1.3 billion in potential development and commercialization milestones. Additionally, Foghorn will have an option to participate in a percentage of the U.S. economics and is eligible to receive tiered royalties from the mid-single digit to low-double digit range on sales outside the U.S. that may be exercised after the successful completion of the dose-finding toxicity studies.

We cannot provide assurances as to the timing of future milestones, royalty payments and economics associated with the strategic collaboration with Lilly, if any.

In the third quarter of 2023, we transitioned the SMARCA2 (BRM) Selective inhibitor, FHD-909, to Lilly, for which Lilly will lead and we will participate and share in 50% of the costs until at least registrational trials. Costs incurred will continue to be included in research and development expenses on the condensed consolidated statements of operations and comprehensive loss.

We recognized total deferred revenue of $337.8 million related to the Lilly Collaboration Agreement and the Lilly SPA, which included the $300.0 million upfront payment under the Lilly Collaboration Agreement as well as $37.8 million allocated to deferred revenue from the gross proceeds of the Lilly SPA to be recognized over the performance period. For the three months ended September 30, 2024 and 2023, the Company had recorded $7.8 million and $1.4 million, respectively, of revenue under the Lilly Collaboration Agreement. For the nine months ended September 30, 2024 and 2023, we recognized $19.7 million and $11.3 million, respectively, of revenue under the Lilly Collaboration Agreement. As of September 30, 2024, we had $282.9 million of deferred revenue related to the above mentioned upfront payment and revenue allocation remaining on our condensed consolidated balance sheets.

In July 2020, we entered into a Research Collaboration and Exclusive License Agreement (the "Merck Collaboration Agreement") with Merck Sharp & Dohme Corp. ("Merck"), pursuant to which we agreed to apply our proprietary Gene Traffic Control platform to discover and develop novel therapeutics. On August 9, 2023 we received notice from Merck that it was terminating the Merck Collaboration Agreement effective November 7, 2023. At the time of termination, no material obligations remained under the Merck Collaboration Agreement.

For the three months ended September 30, 2024 and 2023, we recognized none and $16.1 million, respectively, of revenue under the Merck Collaboration Agreement. For the nine months ended September 30, 2024 and 2023, we recognized none and $17.0 million, respectively, of revenue under the Merck Collaboration Agreement. As of September 30, 2024, we had no deferred revenue, and no corresponding deferred revenue remaining, related to the upfront payment and milestone achievement remaining on our condensed consolidated balance sheets.

Operating Expenses

Our operating expenses are comprised of research and development expenses and general and administrative expenses.

Research and Development Expenses

Research and development expenses consist primarily of costs incurred to progress our proprietary and partnered pipeline, including our discovery efforts, which include:

- personnel-related costs, including salaries, benefits and stock-based compensation expense, for employees engaged in research and development functions;
- expenses incurred in connection with our research programs and preclinical and clinical development of our product candidates, including under agreements with third parties, such as consultants and contractors and contract research organizations ("CROs") and our collaboration partner;

- the cost of manufacturing drug substance and drug product for use in our research and preclinical studies and clinical trials under agreements with third parties, such as consultants and contractors and contract development and manufacturing organizations ("CDMOs");
- laboratory supplies and research materials;
- facilities, depreciation and amortization and other expenses, which include direct and allocated expenses for rent and maintenance of facilities and insurance; and
- payments made under third-party licensing agreements.

We track our direct external research and development expenses on a program-by-program basis. These consist of costs that include fees, reimbursed materials, and other costs paid to consultants, contractors, CDMOs, and CROs in connection with our preclinical, clinical and manufacturing activities. We do not allocate employee costs, costs associated with our discovery efforts, laboratory supplies, and facilities expenses, including depreciation or other indirect costs, to specific product development programs because these costs are deployed across multiple programs and our platform and, as such, are not separately classified.

We expect that our research and development expenses may increase in the future as we advance our programs into clinical development and continue our discovery, research and preclinical activities in the near term and in the future. At this time, we cannot accurately estimate or know the nature, timing and costs of the efforts that will be necessary to complete the preclinical and clinical development of any product candidates we may develop. A change in the outcome of any number of variables with respect to product candidates we may develop could significantly change the costs and timing associated with the development of that product candidate. We may never succeed in obtaining regulatory approval for any product candidates we may develop.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related costs, including salaries, benefits and stock-based compensation, for employees engaged in executive, legal, finance and accounting and other administrative functions. General and administrative expenses also include professional fees for legal, patent, consulting, investor and public relations, human resources, and accounting and audit services as well as direct and allocated facility-related costs.

We anticipate that our general and administrative expenses may increase in the future as we continue to support our continued research activities and development of our programs and platform. We also anticipate that we will continue to incur increased accounting, audit, legal, regulatory, compliance, director and officer insurance costs and investor and public relations expenses associated with operating as a public company.

Other Income, Net

Interest Income

Interest income consists of interest earned on our invested cash balances.

Other Income, Net

Other income, net consists of sublease income and miscellaneous expense unrelated to our core operations.

Income Taxes

As of December 31, 2023, we had federal net operating loss carryforwards of $3.0 million, which may be available to offset future taxable income. The federal net operating loss can be carried forward indefinitely but are limited to offset 80% of annual taxable income. As of December 31, 2023, we also had federal and state research and development tax credit carryforwards of $3.7 million and $2.6 million, respectively, which may be available to reduce future tax liabilities and expire at various dates beginning in 2041 and 2037, respectively. Due to our history of cumulative net losses since inception and uncertainties surrounding our ability to generate future taxable income, we have recorded a full valuation allowance against our net deferred tax assets at each balance sheet date. We do not expect to have taxable income in the current year.

Critical Accounting Estimates

Our unaudited condensed consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). The preparation of our unaudited condensed consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue, costs and expenses and the disclosure of contingent assets and liabilities in our unaudited condensed consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe

are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 as well as elsewhere in this Quarterly Report on Form 10-Q, we believe that revenue recognition and accrued research and development expenses are those most critical to the judgments and estimates used in the preparation of our unaudited condensed consolidated financial statements. There have been no material changes to our critical accounting policies and estimates detailed in the C*ritical Accounting Policies and Significant Judgements* section of *Item 7. Management's Discussion and Analysis of financial Condition and Results of Operations* in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Results of Operations

Comparison of the Three and Nine Months Ended September 30, 2024 and 2023

The following table summarizes our results of operations for three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024	2023	Change	2024	2023	Change
	(in thousands)			(in thousands)		
Collaboration revenue	$ 7,808	$ 17,478	$ (9,670)	$ 19,746	$ 28,386	$ (8,640)
Operating expenses:						
Research and development	24,689	26,251	(1,562)	74,020	85,484	(11,464)
General and administrative	6,971	8,308	(1,337)	22,006	25,350	(3,344)
Impairment of long-lived assets	—	—	—	2,398	—	2,398
Total operating expenses	31,660	34,559	(2,899)	98,424	110,834	(12,410)
Loss from operations	(23,852)	(17,081)	(6,771)	(78,678)	(82,448)	3,770
Other income, net:						
Interest income	3,495	2,753	742	8,804	8,215	589
Other income, net	1,235	721	514	2,757	2,153	604
Total other income, net	4,730	3,474	1,256	11,561	10,368	1,193
Loss before income taxes	(19,122)	(13,607)	(5,515)	(67,117)	(72,080)	4,963
Provision for income taxes	—	(738)	738	—	(2,240)	2,240
Net loss	$ (19,122)	$ (14,345)	$ (4,777)	$ (67,117)	$ (74,320)	$ 7,203

Collaboration Revenue

Under our collaboration agreements, revenue is recognized based on the work performed during the period. Collaboration revenue was $7.8 million for the three months ended September 30, 2024, compared to $17.5 million for the three months ended September 30, 2023. The decrease in collaboration revenue is attributed to the following:

- a decrease in Merck collaboration revenue recognition of $16.1 million driven by the termination of the Merck Collaboration Agreement in 2023, offset by an increase in Lilly collaboration revenue recognition of $6.4 million primarily due to continued advancement of programs under the Lilly Collaboration Agreement.

Collaboration revenue was $19.7 million for the nine months ended September 30, 2024, compared to $28.4 million for the nine months ended September 30, 2023. The decrease in collaboration revenue is attributed to the following:

- a decrease in Merck collaboration revenue recognition of $17.0 million driven by the termination of the Merck Collaboration Agreement in 2023, offset by an increase in Lilly collaboration revenue recognition of $8.4 million primarily due to continued advancement of programs under the Lilly Collaboration Agreement.

Research and Development Expenses

Lilly partnered programs were previously included in Early development and other research external costs, but are now presented as a separate line under Research and development program expenses with prior periods adjusted accordingly.

The following table summarizes our research and development expenses for the three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024	2023	Change	2024	2023	Change
	(in thousands)			(in thousands)		
Research and development program expenses:						
FHD-286	$ 2,395	$ 2,290	$ 105	$ 9,182	$ 9,010	$ 172
Lilly partnered programs	6,342	3,056	3,286	13,940	9,448	4,492
Platform, research and discovery, and unallocated expenses:						
Early development and other research external costs	4,321	5,694	(1,373)	14,535	19,944	(5,409)
Personnel related (including stock-based compensation)	6,834	9,560	(2,726)	21,430	29,787	(8,357)
Facilities and IT related expenses and other	4,797	5,651	(854)	14,933	17,295	(2,362)
Total research and development expenses	$ 24,689	$ 26,251	$ (1,562)	$ 74,020	$ 85,484	$ (11,464)

Research and development expenses were $24.7 million for the three months ended September 30, 2024, compared to $26.3 million for the three months ended September 30, 2023. The decrease is attributed to the following:

- an increase in Lilly partnered programs of $3.3 million, primarily driven by initiation of the Phase 1 dose escalation study of FHD-909. We expect these costs to continue to increase with increasing enrollment of FHD-909;
- a decrease in personnel-related costs of $2.7 million, including a $0.5 million decrease in stock-based compensation expense, due to decreased headcount in our research and development function compared to the prior period;
- a decrease in early development and other research external costs of $1.4 million; which was primarily driven by a $1.0 million decrease in FHD-609 spend due to the shutdown of the Phase 1 clinical trial in synovial sarcoma and SMARCAB1-loss tumors; and
- a decrease in facilities and IT related expenses of $0.9 million, due to decreased headcount in our research and development function compared to the prior period.

Research and development expenses were $74.0 million for the nine months ended September 30, 2024, compared to $85.5 million for the nine months ended September 30, 2023. The decrease is attributed to the following:

- an increase in Lilly partnered programs of $4.5 million, primarily driven by initiation of the Phase 1 dose escalation study of FHD-909. We expect these costs to continue to increase with increasing enrollment of FHD-909;
- a decrease in personnel-related costs of $8.4 million, including a $1.9 million decrease in stock-based compensation expense, due to decreased headcount in our research and development function compared to the prior period;
- a decrease in early development and other research external costs of $5.4 million; which was driven by a $5.9 million decrease in FHD-609 spend due to the shutdown of the Phase 1 clinical trial in synovial sarcoma and SMARCAB1-loss tumors, partially offset by the continued investment and development of our platform and early research pipeline; and
- a decrease in facilities and IT related expenses of $2.4 million, due to decreased headcount in our research and development function compared to the prior period.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024	2023	Change	2024	2023	Change
	(in thousands)			(in thousands)		
Personnel related (including stock-based compensation)	$ 4,326	$ 5,179	$ (853)	$ 13,204	$ 16,499	$ (3,295)
Professional and consulting	1,409	1,882	(473)	5,026	5,321	(295)
Facilities and IT related expenses and other	1,236	1,247	(11)	3,776	3,530	246
Total general and administrative expenses	$ 6,971	$ 8,308	$ (1,337)	$ 22,006	$ 25,350	$ (3,344)

General and administrative expenses were $7.0 million for the three months ended September 30, 2024, compared to $8.3 million for the three months ended September 30, 2023. The decrease is primarily attributed to a decrease in personnel-related costs of $0.9 million, including a $0.6 million decrease in stock-based compensation expense, which was the result of decreased headcount in our general and administrative function compared to the prior period.

General and administrative expenses were $22.0 million for the nine months ended September 30, 2024, compared to $25.4 million for the nine months ended September 30, 2023. The decrease is primarily attributed to a decrease in personnel-related costs of $3.3 million, including a $1.8 million decrease in stock-based compensation expense, which was the result of decreased headcount in our general and administrative function compared to the prior period.

Impairment of Long-Lived Assets

For the nine months ended September 30, 2024, the Company recorded a non-cash impairment of long-lived assets charge of $2.4 million related to the sublease of office space at the Company's main office in Cambridge, MA (see Note 9 to our notes to unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q). There were no impairment charges for the three and nine months ended September 30, 2023.

Other Income, Net

Other income, net was $4.7 million for the three months ended September 30, 2024, compared to $3.5 million for the three months ended September 30, 2023, which was primarily due to increased interest income from higher average interest rates during the period and increased sublease income related to the new sublease entered into in 2024 (see Note 9 to our notes to unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q).

Other income, net was $11.6 million for the nine months ended September 30, 2024, compared to $10.4 million for the nine months ended September 30, 2023, which was primarily due to increased interest income from higher average interest rates during the period and increased sublease income related to the new sublease entered into in 2024 (see Note 9 to our notes to unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q).

Provision for income taxes

The Company did not record a provision for income taxes the three and nine months ended September 30, 2024. The income tax provision for the three and nine months ended September 30, 2023 of $0.7 million and $2.2 million, respectively, was primarily driven by the federal and state taxes related to the $300.0 million upfront payment for the Lilly Collaboration Agreement, which were recognized as taxable income in 2023, and the required capitalization of research and development costs pursuant to Internal Revenue Code Section 174.

Liquidity and Capital Resources

Since our inception in October 2015, we have incurred significant operating losses. We expect to incur significant expenses and operating losses for the foreseeable future as we support our continued research activities and development of our programs and platform. Through September 30, 2024, we have funded our operations with proceeds from our initial public offering ("IPO") in October 2020, sales of preferred stock, term loans, an upfront payment of $15.0 million we received in July 2020 under the Merck Collaboration Agreement, proceeds we received in December 2021 under the Lilly SPA of $80.0 million; an upfront payment of $300.0 million received in January 2022 under the Lilly Collaboration Agreement; a payment of $5.0 million received from Merck under the Merck Collaboration Agreement for the achievement of a research milestone; and net proceeds

of $102.8 million, after deducting underwriting discounts, commissions and other offering expenses, from the May 2024 Offering. As of September 30, 2024, we had cash, cash equivalents and marketable securities of $267.4 million.

Cash Flows

The following table summarizes our sources and uses of cash for each of the periods presented:

	Nine Months Ended September 30,	
	2024	2023
	(in thousands)	
Net cash used in operating activities	$ (75,887)	$ (90,565)
Net cash provided by (used in) investing activities	(52,195)	107,065
Net cash provided by financing activities	105,424	1,592
Net increase (decrease) in cash, cash equivalents and restricted cash	$ (22,658)	$ 18,092

Operating Activities

During the nine months ended September 30, 2024, operating activities used $75.9 million of cash, resulting from the net cash used to fund our net loss of $67.1 million and changes in our operating assets and liabilities of $24.1 million partially offset by net non-cash charges of $15.4 million. Net cash used by changes in our operating assets and liabilities for the nine months ended September 30, 2024 was primarily driven by a $19.7 million decrease in deferred revenue resulting from the recognition of revenue on the upfront payments received in connection with the Lilly Collaboration Agreement and a $6.0 million decrease in operating lease liabilities partially offset by a $1.6 million net increase in working capital.

During the nine months ended September 30, 2023, operating activities used $90.6 million of cash, resulting from the net cash used to fund our net loss of $74.3 million and our changes in our operating assets and liabilities of $33.6 million partially offset by net non-cash charges of $17.4 million. Net cash used by changes in our operating assets and liabilities for the nine months ended September 30, 2023 consisted primarily of $28.4 million decrease in deferred revenue resulting from the recognition of revenue on the upfront payments received in connection with our collaboration agreements, a $5.5 million decrease in operating lease liabilities and a $0.3 million net increase in working capital.

Investing Activities

During the nine months ended September 30, 2024, net cash used in investing activities was $52.2 million consisting of $221.8 million of purchases of marketable securities and $0.4 million in purchases of property and equipment, partially offset by $170.1 million of maturities of marketable securities.

During the nine months ended September 30, 2023, net cash provided by investing activities was $107.1 million consisting of $175.3 million of maturities of marketable securities partially offset by $67.1 million of purchases of marketable securities and $1.2 million in purchases of property and equipment.

Financing Activities

During the nine months ended September 30, 2024, net cash provided by financing activities was $105.4 million consisting of net proceeds from the offering of our common stock and prefunded warrants of $102.8 million, after deducting underwriting discounts, commissions and other offering expenses that have been paid in during the nine months ended September 30, 2024, and net proceeds from the exercise of common stock options and the 2020 Employee Stock Purchase Plan (“ESPP”) of $2.6 million.

During the nine months ended September 30, 2023, net cash provided by financing activities was $1.6 million consisting of net proceeds from the exercise of common stock options and the ESPP.

Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities, initiate clinical trials for our product candidates in development, including those partnered with Lilly, and continue to fund on-going clinical activities. As of the issuance date of these interim unaudited condensed consolidated financial statements, we expect that our cash, cash equivalents and marketable securities will be sufficient to fund our operating expenses and capital expenditure requirements for at least twelve months. We have based this estimate on assumptions that may prove to be inaccurate. We could use our available capital resources sooner than we currently expect, in which case we would be required to obtain additional financing sooner than planned, which may not be available to us on acceptable terms, or at all. Our failure to raise capital as and when needed would have a negative impact on our financial condition and our ability to

pursue our long-term business strategy. We will be required to obtain further funding through public or private equity offerings, debt financings, collaborations and licensing arrangements or other sources.

If we are unable to raise sufficient capital as and when needed, we may be required to significantly curtail, delay or discontinue one or more of our research or development programs or the commercialization of any product candidate we may develop, or be unable to expand our operations or otherwise capitalize on our business opportunities. If we raise additional funds through collaborations or licensing arrangements with third parties, we may have to relinquish valuable rights to future revenue streams or product candidates or grant licenses on terms that may not be favorable to us.

See "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 for additional risks associated with our substantial capital requirements.

Off-balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the Securities and Exchange Commission.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our unaudited condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company, as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, for this reporting period and are not required to provide the information required under this item.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Principal Executive Officer (our Chief Executive Officer) and Principal Accounting and Financial Officer (our Chief Financial Officer), has evaluated the effectiveness of our disclosure controls and procedures as of period end. 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, means controls and other procedures of a company 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 information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of September 30, 2024, our Principal Executive Officer and Principal Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended September 30, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in litigation or other legal proceedings. We are not currently a party to any litigation or legal proceedings that, in the opinion of our management, are probable to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on our business, financial condition, results of operations and prospects because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

For a discussion of potential risks or uncertainties, please see "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. There have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Item 5. Other Information.

During the three months ended September 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) entered into, modified (as to amount, price or timing of trades) or terminated any "Rule 10b5-1 trading arrangements" or any "non-Rule 10b5-1 trading arrangements," as such terms are defined in Item 408 of Regulation S-K.

Item 6. Exhibits.

Exhibit Number	Description
10.1*^	Letter Agreement between Foghorn Therapeutics Inc. and Anna Rivkin, dated July 18, 2024.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.
** Furnished herewith.
^ Indicates management contract or compensatory plan, contract or arrangement.

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.

FOGHORN THERAPEUTICS, INC.

Date: November 4, 2024

By: /s/ Kristian Humer

Kristian Humer
Chief Financial Officer
(Principal Accounting and Financial Officer)

Exhibit 10.1

July 18, 2024

Anna Rivkin
[redacted]

Dear Anna:

This letter agreement (the "Agreement") sets forth the terms and conditions of your employment with Foghorn Therapeutics Inc. (the "Company"). This Agreement will be effective as of July 18, 2024.

1. POSITION AND DUTIES

Your position shall be Chief Business Officer. In this role, you will report to the Chief Executive Officer of the Company (the "CEO") and perform the duties and responsibilities of your position, and such other duties as reasonably may be assigned to you from time to time consistent with your position. We anticipate that your employment will start on or before September 1, 2024 (the actual date you commence employment, the "Start Date"). You will not receive the benefits outlined under this Agreement until the Start Date. As a member of our team, we expect you to devote all of your professional and working time and energies to the business and affairs of the Company. You shall not engage in non-Company related business activities (including consulting activities, board memberships and academic appointments) without the prior written consent of the Board of Directors of the Company (the "Board"), the CEO, or their respective designees. You agree that, should you receive the Company's consent to conduct any such non-Company related business activities, you shall conduct such activities so as not to interfere with the performance of your duties hereunder or violate the provisions of your Confidentiality Agreement (as defined below). You shall be employed on an at-will basis, which means that neither you nor the Company are guaranteeing this employment relationship for any specific period of time.

2. COMPENSATION

During your employment hereunder, as compensation for all services performed for the Company and its affiliates, the Company will provide you with the following compensation and benefits:

a. **Salary**. Your initial base salary shall be at a rate of $430,000 on an annualized basis and shall be payable in accordance with the Company's normal payroll practices. Your base salary shall be subject to adjustment from time to time by the Board or the Compensation Committee of the Board (the "Compensation Committee"), in its respective sole discretion.

b. **Annual Performance Bonus**. In accordance with the Company's annual bonus plan (as in effect from time to time), with respect to each fiscal year completed during your employment with the Company, you will be eligible to earn an annual bonus based upon the achievement, as determined by the Board or the Compensation Committee, in its respective sole discretion, of specified performance goals established by the Board or the Compensation Committee for such fiscal year. Your target annual bonus will be forty percent (40%) of your base salary. The annual bonus, to the extent earned, shall be paid to you no later than March 15 of the calendar year immediately following the calendar year to which it relates. Except as expressly provided below, you must be employed by the Company or on an approved leave of absence on the date of payment of the bonus to be eligible for and have earned the annual bonus. Notwithstanding the foregoing, for the calendar year ended December 31, 2024, any annual bonus earned will be a pro-rated annual bonus equal to one-third of the bonus you would have received had you been employed by the Company for the entire calendar year.

c. **Signing Bonus**. On the first regular Company payday following your Start Date, you shall receive a one-time signing bonus (the "Signing Bonus") in the amount of $135,000, less required deductions for federal and state taxes and other required withholdings. If, prior to the first anniversary of your Start Date, you voluntarily terminate your employment and such voluntary termination does not qualify as a Resignation for Good Reason (as defined below) or your employment is terminated by the Company for Cause (as defined below), you shall repay the Signing Bonus in full within sixty (60) days following the date your employment terminates.

d. **Equity Grants**. You shall be eligible for grants of stock options and other equity awards in the sole discretion of the Board or the Compensation Committee, subject to the terms and conditions of the Company's equity incentive plan and any applicable award agreements. Specifically, but not in limitation of the foregoing, following your Start Date you will be eligible to be granted one or more stock option awards (the "Option Award"), subject to the approval of the Board or the Compensation Committee and the terms and conditions of the Company's equity incentive plan and the applicable award agreement, for the purchase of an aggregate of 190,000 shares of common stock of the Company, with an exercise price per share equal to the fair market value of a share of the common stock on the date of grant. The Option Award shall vest as to twenty five percent (25%) of the underlying shares on the first anniversary of the date

of grant, and the remaining seventy five percent (75%) of the shares underlying the Option Award shall vest in equal quarterly installments on the first day of each calendar quarter for the twelve (12) quarters thereafter, in each case, subject to your continued employment with the Company through the applicable vesting date and the specific terms of the applicable award agreement. The Option Award shall be, to the maximum extent permissible, treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and the rules and regulations thereunder.

e. **Benefits**. You shall be eligible to participate in the Company's benefit plans to the same extent as, and subject to the same terms, conditions and limitations applicable to, other Company employees of similar rank and tenure. These benefits may be modified, changed or eliminated from time to time at the sole discretion of the Company, and the provision of such benefits does not change your status as an at-will employee. Where a particular benefit is subject to a formal plan (for example, medical insurance or life insurance), eligibility to participate in and receive any particular benefit is governed solely by the applicable plan document.

f. **Travel and Lodging Allowance.** The Company shall provide you with a monthly net housing allowance of $3,200 per month for reasonable lodging expenses in the Cambridge, Massachusetts vicinity, as well as reasonable travel expenses related to your commute between your home location in New Jersey and Cambridge . The amounts payable under this paragraph will be paid on the 15th of each month, consistent with the Company's payroll practices.

g. **Expense Reimbursement**. The Company shall reimburse you for all ordinary and reasonable out-of-pocket business expenses incurred in furtherance of the Company's business in accordance with the Company's policies with respect thereto as in effect from time to time. You must submit any request for reimbursement no later than ninety (90) days following the date that such business expense is incurred. All reimbursements hereunder shall be made or provided in accordance with the requirements of Section 409A ("Section 409A") of the Code and the rules and regulations thereunder, including, where applicable, the requirement that: (i) any reimbursement is for expenses incurred during your lifetime (or during a shorter period of time specified in this Agreement); (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

3. SEVERANCE BENEFIT UPON CERTAIN TERMINATIONS OF EMPLOYMENT

a. **Termination Not in Connection with a Change in Control**. Notwithstanding the at-will nature of the parties' relationship, should you be subject to an Involuntary Termination other than an Involuntary Termination that occurs in the CIC Period (as defined below), then, conditioned upon your timely execution and non-revocation of a separation agreement

containing a release of claims and other customary terms in the form provided by the Company (the "Release") and compliance with your Confidentiality Agreement: (i) the Company shall provide you with a payment in an amount equal to nine (9) months of your then-current base salary, payable in the form of salary continuation over the nine- (9) month period following the date of separation, commencing on the first regular Company payday that is at least five (5) business days following the effective date of the Release; (ii) (A) if you properly elect to receive benefits under Consolidated Omnibus Budget Reconciliation Act ("COBRA") or similar state law and (B) the premium subsidy described below is not illegal or discriminatory under the Code, the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act, then the Company shall provide you with nine (9) months of your COBRA premiums at the Company's normal rate of contribution for employees for your coverage at the level in effect immediately prior to your termination, such premiums to be provided on a monthly basis; and (iii) the Company shall pay the amount of any annual bonus previously awarded to you by the Board or the Compensation Committee, as applicable, with respect to the calendar year concluded prior to the date of termination that remains unpaid as of the date of termination, which annual bonus shall be paid at the same time as bonuses are paid to active employees of the Company.

b. **Termination in Connection with a Change in Control**. If you are subject to an Involuntary Termination that occurs in the CIC Period, then, conditioned upon your timely execution and non-revocation of the Release and compliance with your Confidentiality Agreement, in lieu of the payments and benefits provided under Section 3.a above: (i) the Company shall provide you with a payment in an amount equal to the sum of (A) your then- current base salary plus (B) your target annual bonus for the year in which termination occurs, which amount shall be payable in the form of salary continuation over the twelve- (12) month period following the date of separation, commencing on the first regular Company payday that is at least five (5) business days following the effective date of the Release; (ii) (A) if you properly elect to receive benefits under COBRA or similar state law and (B) the premium subsidy described below is not illegal or discriminatory under the Code, the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act, then the Company shall provide you with twelve (12) months of your COBRA premiums at the Company's normal rate of contribution for employees for your coverage at the level in effect immediately prior to your termination, such premiums to be provided on a monthly basis; (iii) the Company shall pay the amount of any annual bonus previously awarded to you by the Board or the Compensation Committee, as applicable, with respect to the calendar year concluded prior to the date of termination that remains unpaid as of the date of termination, which annual bonus shall be paid at the same time as bonuses are paid to active employees of the Company; and (iv) the vesting and, if applicable, the exercisability of each of your outstanding time-based stock options and other equity awards under the Company's equity incentive plan(s) shall be fully accelerated as of the effective date of the Release (with the vesting of any performance-based

equity awards determined based on the terms of the award agreements governing such awards).

c. **Timing of Payments**. Any severance payments paid under this Section 3 shall commence within sixty (60) days after the date of termination (or at such earlier time as provided in this Section 3), with the initial payment to include any amounts that would have been payable by their terms prior to such payment commencement date; provided, however, that if the sixty (60) day period begins in one calendar year and ends in a second calendar year, the severance payments shall begin to be paid following the last day of such sixty- (60) day period in the second calendar year.

d. **Other Termination Events**. Should you voluntarily terminate your employment for any reason (other than a Resignation for Good Reason) or should your employment be terminated for Cause (whether before or after a Change of Control) or as a result of your death or disability, then you shall not be entitled to any severance payments described herein. Nothing in this Section 3 shall alter your status as an at-will employee.

e. **Certain Definitions**. For purposes of this Agreement, the following terms shall have the meanings and be subject to the provisions set forth below:

"Cause" means any one or more of the following actions: (i) your material breach of the terms of this Agreement or any other written agreement between you and the Company or any of its affiliates; (ii) your material dishonesty, willful misconduct, gross negligence or reckless conduct, in each case, in connection with the performance of your services to the Company or any of its affiliates; (iii) your commission of an act of fraud, theft, misappropriation or embezzlement; (iv) your indictment for, or pleading nolo contendere to, any crime involving moral turpitude or any felony; or (v) your material violation of a Company policy that had been previously provided to you in writing or your willful refusal to perform, or substantial negligence in the performance of, your assigned duties to the Company or any of its affiliates (other than as a result of your mental or physical impairment). For purpose of clauses (i), (ii) and (v), "Cause" shall only exist if: (y) the Company delivered to you a written description of the events or conditions giving rise to your termination for Cause; and (z) if curable, you have been given at least fifteen (15) days to cure such events or conditions and you fail to cure such events or conditions within such time period given.

"Change of Control" means: (i) any "Person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) that becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its affiliates or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions; or (ii) a merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting

securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (iii) the sale or disposition by the Company of all or substantially all of the Company's assets in a transaction requiring stockholder approval; notwithstanding the foregoing, no transaction or series of transactions shall constitute a Change of Control unless such transaction or series of transactions constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

"CIC Period" means the period commencing on the date that is three (3) months prior to the date on which a Change of Control occurs and ending on the date that is twelve (12) months following such occurrence.

"Involuntary Termination" means either (i) your Termination Without Cause or (ii) your Resignation for Good Reason.

"Resignation for Good Reason" means a termination of your employment after one of the following conditions has come into existence without your consent: (i) a reduction in your base salary other than in connection with an across-the-board reduction affecting all similarly situated executives of the Company; (ii) a material diminution of your title, authority, duties or responsibilities; (iii) a material breach of this Agreement by Company; or (iv) a relocation of your principal workplace by more than fifty (50) miles. A Resignation for Good Reason shall not be deemed to have occurred unless you give the Company written notice of the condition within ninety (90) days after the condition comes into existence, the Company fails to remedy the condition within thirty (30) days after receiving your written notice and you terminate your employment within thirty (30) days after the end of the cure period.

"Termination Without Cause" means a termination of your employment by the Company without Cause (and not as a result of your death or disability), provided you are willing and able to continue performing services within the meaning of Treasury Regulation Section 1.409A- 1(n)(1).

4. CONFIDENTIALITY AND OTHER OBLIGATIONS

As part of your employment with the Company, you shall be exposed to, and provided with, valuable confidential and trade secret information concerning the Company and its present and prospective clients. As a result, in order to protect the Company's legitimate business interests, you agree, as a condition of your employment on the terms of this Agreement, to enter into the Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement (the "Confidentiality Agreement") attached as Exhibit A hereto. You must sign and return the Confidentiality Agreement in connection with the execution of this Agreement. You

acknowledge and agree that the Confidentiality Agreement is being provided to you on the earlier of (a) the date that this formal offer of employment is extended to you and (b) ten (10) business days before the commencement of your employment with the Company and that you have been advised that you have the right to consult with counsel prior to executing such Confidentiality Agreement.

5. CERTIFICATION

By signing this Agreement, you are certifying to the Company that: (i) your employment with the Company does not and shall not require you to breach any agreement entered into by you prior to employment with the Company (i.e., you have not entered into any agreements with previous employers that are in conflict with your obligations to the Company); (ii) to the extent you are subject to restrictive agreements with any prior employer that may affect your employment with the Company, you have provided us with a copy of that agreement; (iii) your employment with the Company does not violate any order, judgment or injunction applicable to you, and you have provided the Company with a copy of any such order, judgment, or injunction; and (iv) all facts you have presented to the Company are accurate and true, including all statements made to the Company pertaining to your education, training, qualifications, licensing and prior work experience on any job application, resume or c.v., or in any interview. The Company does not want you to disclose any confidential information belonging to a previous employer or to incorporate the proprietary information of any previous employer into the Company's proprietary information and expects that you shall abide by restrictive covenants to prior employers.

6. SECTIONS 409A AND 280G OF THE CODE

a. Notwithstanding any other provision of this Agreement to the contrary, if any amount (including imputed income) to be paid to you pursuant to this Agreement as a result of your termination of employment is "deferred compensation" subject to Section 409A of the Code, and if you are a "Specified Employee" (as defined under Section 409A of the Code and as determined by the Company) as of the date of your termination of employment hereunder, then, to the extent necessary to avoid the imposition of excise taxes or other penalties under Section 409A of the Code, the payment of benefits, if any, scheduled to be paid by the Company to you hereunder during the first six- (6) month period following the date of a termination of employment hereunder shall not be paid until the date which is the first business day after six (6) months have elapsed since your termination of employment for any reason other than death. Any deferred compensation payments delayed in accordance with the terms of this Section 6.a shall be paid in a lump sum after six (6) months have elapsed since your termination

of employment. Any other payments shall be made according to the schedule provided for herein.

b. If any of the benefits set forth in this Agreement are “deferred compensation” under Section 409A of the Code, any termination of employment triggering payment of such benefits must constitute a “separation from service” under Section 409A of the Code (after giving effect to the presumptions contained therein) before distribution of such benefits can commence. To the extent that the termination of your employment does not constitute a “separation from service” under Section 409A of the Code (as the result of further services that are reasonably anticipated to be provided by you to the Company at the time your employment terminates), any benefits payable under this Agreement that constitute “deferred compensation” under Section 409A of the Code shall be delayed until after the date of a subsequent event constituting a “separation from service” under Section 409A of the Code. For purposes of clarification, this Section 6.b shall not cause any forfeiture of benefits on your part but shall only act as a delay until such time as a “separation from service” occurs.

c. It is intended that each installment of the payments and benefits provided under this Agreement shall be treated as a separate “payment” for purposes of Section 409A of the Code. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code.

d. This Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Section 409A of the Code. Any provision inconsistent with Section 409A of the Code shall be read out of this Agreement. For purposes of clarification, this Section 6.d shall be a rule of construction and interpretation and nothing in this Section 6.d shall cause a forfeiture of benefits on the part of you. You acknowledge and agree that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Section 409A of the Code, and that in no event shall the Company or any of its affiliates have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A of the Code.

e. If any payment or benefit you would receive from the Company or one of its affiliates in connection with a Change of Control or otherwise, whether or not paid or provided under this Agreement (for purposes of this section, a “Payment”), would (i) constitute a “parachute payment” within the meaning of Section 280G 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 shall be either (y) the full amount of such Payment; or (z) such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employments taxes, income

taxes and the Excise Tax, results in your receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. With respect to subsection (z), any such reduction shall be made in a manner that complies with Section 409A of the Code.

7. INDEMNIFICATION

The Company shall indemnify and hold you harmless for any liability, including reasonable attorneys' fees and costs, incurred by reason of any act or omission by you in your capacity as an employee and/or officer of the Company to the extent permitted by the Company's certificate of incorporation, as amended.

8. GENERAL

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and understandings relating to the subject matter hereof. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and may be waived (or consent for the departure therefrom granted) only by a written document executed by the party entitled to the benefits of such terms or provisions. This Agreement may be executed in counterparts (and may be transmitted by email or other electronic delivery), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The captions and headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business. You may not assign your rights and obligations hereunder without the prior written consent of the Company and any such attempted assignment by you without the prior written consent of the Company shall be void. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision hereof in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal law of Massachusetts, without giving effect to the conflict of law principles of any jurisdiction. By entering into this Agreement, you agree that any action, demand, claim or counterclaim in connection with any aspect of your employment with the Company, or any separation of employment (whether voluntary or involuntary) from the Company, shall be brought in the courts of Massachusetts or of the

United States of America for the District of Massachusetts, and shall be resolved by a judge alone, and you waive and forever renounce your right to a trial before a civil jury.

[Remainder of Page Intentionally Left Blank]

Please sign below to acknowledge your acceptance of the terms of this Agreement. Keep one copy for your files and return one executed copy to the Company.

Very Truly Yours,

Foghorn Therapeutics Inc.

/s/ Adrian Gottschalk

By: Adrian Gottschalk

Title: Chief Executive Officer

Date: 7/18/24

Accepted and agreed:

/s/ Anna Rivkin

Name: Anna Rivkin

Date: 7/18/24

Exhibit A

EMPLOYEE NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

(attached)

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Adrian Gottschalk, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Foghorn Therapeutics Inc.;

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: November 4, 2024

/s/ Adrian Gottschalk

Adrian Gottschalk
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kristian Humer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Foghorn Therapeutics Inc.;

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: November 4, 2024

/s/ Kristian Humer

Kristian Humer
Chief Financial Officer
(Principal Accounting and Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Foghorn Therapeutics Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Date: November 4, 2024

/s/ Adrian Gottschalk

Adrian Gottschalk
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Foghorn Therapeutics Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Date: November 4, 2024

/s/ Kristian Humer

Kristian Humer
Chief Financial Officer
(Principal Accounting and Financial Officer)