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

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

Harpoon Therapeutics, Inc.
(Name of Subject Company — Issuer)

Common Stock, par value $0.0001 per share
(Title of Class of Securities)

41358P106
(CUSIP Number of Class of Securities)

Kelly E.W. Grez
Corporate Secretary
Merck & Co., Inc.
126 East Lincoln Avenue, Rahway, NJ 07065
(908) 740-4000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

Catherine J. Dargan
Michael J. Riella
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Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
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January 7, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons MERCK & CO., INC.		
2	Check the Appropriate Box if a Member of a Group: (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO (See Item 3)		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e): ☐		
6	Citizenship Or Place Of Organization NEW JERSEY		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	Sole Voting Power 0	
	8	Shared Voting Power 3,080,815*	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 3,080,815*	
11	Aggregate Amount Beneficially Owned By Each Reporting Person 3,080,815* (See Items 4 and 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: ☐		
13	Percent Of Class Represented By Amount In Row (11) 17.48%*		
14	Type Of Reporting Person CO/HC		

* Beneficial ownership of the common stock, par value $0.0001 per share (the "Common Stock"), of Harpoon Therapeutics, Inc. (the "Issuer") is being reported hereunder solely because the Reporting Persons (as defined below) may be deemed to have beneficial ownership of such Common Stock by virtue of the Support Agreements described in Item 4 below. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by the Reporting Persons that they are the beneficial owners of any Common Stock for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership thereof is expressly disclaimed.

The shares of Common Stock over which the Reporting Persons may be deemed to have beneficial ownership are comprised of 3,080,815 shares of Common Stock (including shares issuable upon (a) the exercise of outstanding options to purchase shares of Common Stock, (b) the vesting of restricted stock units of the Company and (c) the exercise of warrants to purchase shares of Common Stock) beneficially owned by the stockholders (the "Stockholders") party to the Support Agreements (as defined below). Generally, upon the exercise of any security convertible or exchangeable for any Common Stock by the Stockholders, such shares of Common Stock acquired upon exercise thereof shall be included under the Support Agreements and the Reporting Persons may be deemed to have beneficial ownership of such additional shares of Common Stock, if any.

The percentage calculation is based on (i) 16,948,331 shares of Common Stock, (ii) 107,186 options to purchase shares of Common Stock, (iii) 6,522 restricted stock units and (iv) warrants to purchase 567,283 shares of Common Stock outstanding as of the close of business on January 7, 2024 and based on the representation of the Company in the Merger Agreement (as defined below) and other information provided by the Company and the Stockholders.

1	Names of Reporting Persons MERCK SHARP & DOHME LLC		
2	Check the Appropriate Box if a Member of a Group: (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO (See Item 3)		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e): ☐		
6	Citizenship Or Place Of Organization NEW JERSEY		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	Sole Voting Power 0
		8	Shared Voting Power 3,080,815*
		9	Sole Dispositive Power 0
		10	Shared Dispositive Power 3,080,815*
11	Aggregate Amount Beneficially Owned By Each Reporting Person 3,080,815* (See Items 4 and 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: ☐		
13	Percent Of Class Represented By Amount In Row (11) 17.48%*		
14	Type Of Reporting Person OO		

* See note above with respect to Merck & Co., Inc.

1	Names of Reporting Persons HAWAII MERGER SUB, INC.		
2	Check the Appropriate Box if a Member of a Group: (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds OO (See Item 3)		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e): ☐		
6	Citizenship Or Place Of Organization DELAWARE		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	Sole Voting Power 0
		8	Shared Voting Power 3,080,815*
		9	Sole Dispositive Power 0
		10	Shared Dispositive Power 3,080,815*
11	Aggregate Amount Beneficially Owned By Each Reporting Person 3,080,815* (See Items 4 and 5)		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: ☐		
13	Percent Of Class Represented By Amount In Row (11) 17.48%		
14	Type Of Reporting Person CO		

* See note above with respect to Merck & Co., Inc.

Item 1. Security and Issuer

This statement on Schedule 13D (this "Schedule 13D") relates to the common stock, par value $0.0001 (the "Common Stock" or "Shares"), of Harpoon Therapeutics, Inc. (the "Company"). The address of the principal executive offices of the Company is 611 Gateway Boulevard, Suite 400, South San Francisco, California 94080.

Item 2. Identity and Background

This Schedule is being filed pursuant to Rule 13d-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), by Merck & Co., Inc., a New Jersey corporation ("Merck"), Merck Sharp & Dohme LLC, a New Jersey limited liability company ("Parent") and Hawaii Merger Sub, Inc., a Delaware corporation ("Merger Sub", and together with Merck and Parent, the "Reporting Persons"). A Joint Filing Agreement among the Reporting Persons is attached as Exhibit 99.6 hereto.

The address of the principal business and the principal office of Merck, Parent and Merger Sub is 126 East Lincoln Avenue, Rahway, NJ, 07065.

Parent is a wholly owned subsidiary of Merck, which is a global health care company that delivers innovative health solutions through its prescription medicines, including biologic therapies, vaccines and animal health products. Merger Sub is a wholly owned subsidiary of Parent and has not conducted any business and has no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to the Merger Agreement (as defined below) and the transactions contemplated thereby.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer (including a director and officer who may be a controlling person) of the Reporting Persons is set forth on Schedule A.

During the last five years, none of the Reporting Persons or, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

The total amount of funds required by the Reporting Persons to purchase all of the outstanding Shares in the Merger (as defined below) is approximately $680 million, plus related fees and expenses. The Reporting Persons currently have available to them in cash on hand all funds necessary for these payments.

Item 4. Purpose of Transaction

On January 7, 2024, Parent and Merger Sub entered into an Agreement and Plan of Merger (the "Merger Agreement") with the Company.

Pursuant to the Merger Agreement, and upon the terms and subject to the conditions thereof, Merger Sub will purchase all of the outstanding Shares at a price of $23.00 per Share (the "Common Stock Merger Consideration"), net to the seller in cash, without interest and less any applicable tax withholding.

The obligation of Merger Sub to purchase Shares is subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, including (i) approval of the transactions contemplated by the Merger Agreement by the Company's stockholders; (ii) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); and (iii) those other conditions set forth in the Merger Agreement.

Subject to the terms and conditions of the Merger Agreement, Merger Sub will merge with and into the Company pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") as provided in the Merger Agreement, with the Company being the surviving corporation (the "Merger"). At the effective time of the Merger (the "Effective Time"), (i) each Share (other than (1) Shares held in the Company's treasury or owned by Parent or Merger Sub or any of their respective direct or indirect wholly-owned subsidiaries and (2) Shares held by stockholders who have properly demanded appraisal of such Shares in accordance with the DGCL (the "Appraisal Shares" and clauses (1) and (2) together, the "Excluded Shares"))

will be cancelled and converted into the right to receive an amount in cash equal to the Common Stock Merger Consideration, without interest and subject to any applicable withholding of taxes, (ii) each share of Series A preferred stock, par value $0.0001 per share, of the Company (the "Preferred Shares") issued and outstanding immediately prior to the Effective Time (other than any Excluded Shares) will automatically be cancelled and the holder will be entitled to receive an amount in respect of each Preferred Share determined in accordance with its terms as of immediately prior to the Effective Time, as amended, altered or modified and in effect as of immediately prior to the Effective Time subject to applicable withholding taxes, and (iii) each Appraisal Share shall be entitled to the payment referred to in Section 3.8 of the Merger Agreement.

Immediately prior to the Effective Time, each unexpired and unexercised option to purchase Common Stock (each, a "Company Stock Option"), will, to the extent unvested, become fully vested and exercisable immediately prior to, and contingent upon, the Effective Time. At the Effective Time, (a) each Company Stock Option that is outstanding and unexercised immediately prior to the Effective Time and has a per share exercise price that is less than the Common Stock Merger Consideration (each, an "In the Money Option") will be cancelled and each holder will be entitled to receive in consideration therefor a payment of cash, without interest and subject to applicable withholding and other applicable taxes, equal to the product of (i) the total number of Shares subject to the In the Money Option immediately prior to the Effective Time and (ii) the excess, of the Common Stock Merger Consideration over the per share exercise price payable for the In the Money Option immediately prior to the Effective Time, and (b) each Company Stock Option other than an In the Money Option that is then outstanding and unexercised shall be cancelled with no consideration payable in respect thereof.

At the Effective Time, each outstanding award of Company restricted stock units denominated in shares of Common Stock (each, a "Company RSU") that is outstanding immediately prior to the Effective Time will be cancelled and converted automatically into the right to receive a payment in cash, without interest and subject to applicable withholding and other applicable taxes, equal to the product of (a) the Common Stock Merger Consideration multiplied by (b) the total number of Shares subject to the Company RSU immediately prior to the Effective Time, with the number of Shares subject to any Company RSU that vests based on the achievement of performance goals determined in accordance with the applicable award agreement.

At the Effective Time, each warrant to purchase Shares originally issued by the Company on March 23, 2023 or October 25, 2023 (each, a "Company Warrant") that is outstanding and unexercised immediately prior to the Effective Time will, in accordance with its terms, cease to represent a warrant exercisable for Common Stock and will become a warrant exercisable for the Common Stock Merger Consideration that the holder would have been entitled to receive if the Company Warrant had been exercised immediately prior to the Effective Time.

The Merger will be governed by Section 251 of the DGCL and will be effected by Merger Sub and the Company as soon as practicable following approval of the Merger by a stockholder vote pursuant to the DGCL. The closing of the Merger is subject to customary closing conditions.

Concurrently with the execution and delivery of the Merger Agreement, certain stockholders (the "Stockholders") entered into support agreements (the "Support Agreements") with Parent and Merger Sub with respect to 3,080,815 shares owned by the Stockholders (the "Covered Shares"). The Covered Shares comprise approximately 17.48% of all outstanding Shares. Each Stockholder agreed, among other things, to vote his, her or its Covered Shares (i) in favor of (1) the adoption of the Merger Agreement, the Merger and the approval of all agreements related to the Merger and any actions related thereto, (2) the approval of any proposal to adjourn or postpone any such meeting to a later date if there are not sufficient votes for adoption of the Merger Agreement on the date on which such meeting is held and (3) each of the transactions contemplated by the Merger Agreement, (ii) against any Acquisition Proposal (as defined in the Merger Agreement), (iii) against any (1) merger, amalgamation, consolidation, combination, share exchange, business combination, sale of material assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by, or any other extraordinary corporate transaction involving, the Company, (2) sale, lease, license or transfer of a material amount of assets of the Company or agreement relating to the foregoing (other than the Merger Agreement and the transactions contemplated by the Merger Agreement) or (3) any change in or to the board of directors of the Company that is not recommended or approved by the board of directors of the Company, and (iv) against any proposal, action or agreement that would reasonably be expected to (x) prevent, nullify or result in a breach of any provision of the Support Agreements, (y) result in any of the conditions to the Merger set forth in Article 7 of the Merger Agreement not being satisfied on or prior to the Outside Date (as defined in the Merger Agreement), or (z) materially impede, interfere with, delay or prevent the consummation of the transactions contemplated by the Merger Agreement.

Each Stockholder also agreed to not, except as provided in the Support Agreements, (i) offer to transfer, transfer or consent to any transfer of any or all of the Covered Shares or any interest therein (other than transfers by operation of law) (ii) enter into any contract with respect to any transfer of any or all Covered Shares or any interest therein, (iii) grant any proxy, consent, power-of-attorney, right of first offer or refusal or other authorization in or with respect to any or all of the Covered Shares other than as required to effect the Stockholder's voting obligations under the Support Agreement, (iv) deposit or permit the deposit of any or all of the Covered Shares into a voting trust or enter into a voting agreement or arrangement with respect to any or all of the Covered Shares other than as required to effect the Stockholder's voting obligations under the Support Agreements, (v) create or permit to exist any lien (other than restrictions on transfer or voting as created by the Support Agreements or under applicable securities laws) on any of the Covered Shares or (vi) take or permit any other action that would in any way restrict, limit or interfere with the performance of the Stockholder's obligations under the Support Agreement in any material respect or otherwise make any representation or warranty of the Stockholder in the Support Agreement untrue or incorrect in any material respect.

The Support Agreements will terminate in certain circumstances, including upon termination of the Merger Agreement. Shared voting and dispositive power with respect to the Covered Shares may be deemed to have been acquired through execution of the Support Agreements. The Reporting Persons have not expended any funds in connection with the execution of the Support Agreements.

Parent and the Company entered into a Mutual Confidential Disclosure Agreement, dated as of January 9, 2020, as subsequently amended by First Amendment to Mutual Confidential Disclosure Agreement, dated as of January 6, 2021, Amendment No. 2 to Mutual Confidential Disclosure Agreement, dated as of September 21, 2023, and Amendment No. 3 to Mutual Confidential Disclosure Agreement, dated as of December 8, 2023 (as fully amended, the "Non-Disclosure Agreement"), in connection with, among other things, a potential negotiated acquisition transaction. Pursuant to the Non-Disclosure Agreement, subject to certain customary exceptions, each party agreed to keep confidential certain non-public information disclosed to one party or its representatives by or on behalf of the other party or such party's affiliates or representatives, including all analyses or other materials containing such non-public information.

The purpose of the Merger is to acquire control of, and own, the entire equity interest in, the Company. After the Merger is approved by a vote of the stockholders of the Company pursuant to the DGCL, Parent and Merger Sub intend to consummate the Merger as promptly as practicable, subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement. At the Effective Time, (i) the certificate of incorporation of the surviving corporation will be amended and restated in its entirety as set forth in an exhibit to the Merger Agreement, (ii) the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, will be the bylaws of the surviving corporation, except that the references to Merger Sub's name will be replaced with references to the surviving corporation's name, and (iii) the directors and officers of Merger Sub immediately prior to the effective time of the Merger will be the initial directors and officers of the surviving corporation. Following the Merger, the Shares will no longer be traded on the Nasdaq Capital Market, there will be no public market for the Shares, and registration of the Shares under the Exchange Act will be terminated. Except as set forth in this Schedule 13D and in connection with the Merger and the Support Agreements described above, the Reporting Persons do not have any plan or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

The foregoing description of (i) the Merger Agreement and the transactions contemplated thereby, (ii) the Support Agreements and the transactions contemplated thereby, and (iii) the Non-Disclosure Agreement and the transactions contemplated thereby, in each case, do not purport to be complete and are qualified in their entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 hereto, to the Form of Support Agreement, which is filed as Exhibit 99.1 hereto and to the Non-Disclosure Agreement, including all amendments to the Non-Disclosure Agreement, which are filed as Exhibits 99.2 through 99.5 hereto, each of which is incorporated herein by reference.

In connection with the Merger, the Company will file with the Securities and Exchange Commission ("SEC") a proxy statement on Schedule 14A relating to a special meeting of its stockholders. Additionally, the Company may file other relevant materials with the SEC in connection with the Merger. Investors and securityholders of the Company are urged to read the proxy statement and any other relevant materials filed or that will be filed with the SEC, as well as any amendments or supplements to these materials and documents incorporated by reference therein, carefully and in their entirety when they become available because they contain or will contain important information about the proposed transaction and related matters. The definitive version of the proxy statement will be mailed or otherwise made available to the Company's securityholders. Investors and securityholders will be able to obtain a copy of the proxy statement (when it is available) as well as other filings containing information about the proposed transaction that are filed by the Company or Merck with the SEC, free of charge on EDGAR at www.sec.gov, on the investor relations page of the Company's website at

ir.harpoontx.com/investors, by contacting the Company's investor relations department at investors@harpoontx.com, or on Merck's website at www.merck.com.

Item 5. Interest in Securities of the Company

(a), (b). Other than those Covered Shares that may be deemed to be beneficially owned in connection with the Support Agreements, the Reporting Persons have not acquired and, for the purposes of Rule 13d-4 promulgated under the Exchange Act, do not beneficially own any Shares. As a result of the Support Agreements, the Reporting Persons may be deemed to have the power to vote against certain matters set forth in Item 4 above and cause the disposition of up to an aggregate of 3,080,815 Shares, and thus, for the purpose of Rule 13d-3 promulgated under the Exchange Act, the Reporting Persons may each be deemed to be the beneficial owner of an aggregate of 3,080,815 Shares. The Covered Shares that may be deemed to be beneficially owned by the Reporting Persons constitute approximately 17.48% of the Shares issued and outstanding as of the close of business on January 7, 2024, as represented by the Company in the Merger Agreement. The Reporting Persons are not entitled to any rights as stockholders of the Company as to the Covered Shares, except as otherwise expressly provided in the Support Agreements. This Schedule 13D shall not be construed as an admission by the Reporting Persons that the Reporting Persons are, for the purposes of Section 13(d) of the Exchange Act, the beneficial owners of the Covered Shares. Except as set forth herein, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons named in Schedule A hereto beneficially own any Shares.

(c). Except for the Merger Agreement and the Support Agreements, to the knowledge of the Reporting Persons, no transactions in the class of securities reported have been effected during the past 60 days by any person named in Schedule A or Item 5(a).

(d). To the knowledge of the Reporting Persons, based on representations made by the Stockholders in the Support Agreements, other than the Stockholders, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Company reported herein.

(e). Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Company

Except for the Merger Agreement, the Support Agreements and the Non-Disclosure Agreement, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, among the persons named in Item 2 or between such persons and any other person, with respect to any securities of the Company, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

Item 7. Material to Be Filed as Exhibits

2.1	Agreement and Plan of Merger, dated as of January 7, 2024 among Harpoon Therapeutics, Inc., Merck Sharp & Dohme LLC and Hawaii Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Harpoon Therapeutics, Inc. with the SEC on January 8, 2024).
99.1	Form of Support Agreement, by and among Merck Sharp & Dohme LLC, Hawaii Merger Sub, Inc. and certain stockholders of Harpoon Therapeutics, Inc. (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Harpoon Therapeutics, Inc. with the SEC on January 8, 2024).
99.2	Mutual Confidential Disclosure Agreement, dated as of January 9, 2020, between Harpoon Therapeutics, Inc. and Merck Sharp & Dohme Corp.
99.3	First Amendment to Mutual Confidential Disclosure Agreement, dated as of January 6, 2021, between Harpoon Therapeutics, Inc. and Merck Sharp & Dohme Corp.
99.4	Amendment No. 2 to Mutual Confidential Disclosure Agreement, dated as of September 21, 2023, between Harpoon Therapeutics, Inc. and Merck Sharp & Dohme LLC.

99.5	Amendment No. 3 to Mutual Confidential Disclosure Agreement, dated as of December 8, 2023, between Harpoon Therapeutics, Inc. and Merck Sharp & Dohme LLC.
99.6	Joint Filing Agreement, dated as of January 17, 2024, among Merck & Co., Inc., Merck Sharp & Dohme LLC and Hawaii Merger Sub, Inc.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 17, 2024

MERCK & CO. INC.

/s/ Robert M. Davis

Name: Robert M. Davis
Title: Chairman and Chief Executive Officer

MERCK SHARP & DOHME LLC.

/s/ Sunil Patel

Name: Sunil Patel
Title: SVP, Business Development & Licensing

HAWAII MERGER SUB, INC.

/s/ Dalton Smart

Name: Dalton Smart
Title: Senior Vice President, Global Controller

Schedule A

1. Merck & Co., Inc.

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of Merck & Co., Inc. are set forth below. If no business address is given, the director's or executive officer's business address is 126 East Lincoln Avenue, Rahway, NJ, 07065.

Unless otherwise indicated below, all of the persons listed below are citizens of the United States of America.

Name	Position with Merck & Co., Inc.	Principal Occupation and Employer
Douglas M. Baker, Jr.	Director	Founding Partner of E2SG Partners, 212 3rd Avenue North, Suite 575, Minneapolis, MN 55401
Mary Ellen Coe	Director	Chief Business Officer, YouTube Inc., 901 Cherry Ave., San Bruno, CA 94066
Pamela J. Craig	Director	Director
Robert M. Davis	Chairman, President and Chief Executive Officer; Director	Chairman, President and Chief Executive Officer, Director, Merck
Thomas H. Glocer	Director	Founder and Managing Partner, Angelic Ventures LP, 845 3rd Avenue, 4th Floor, New York, NY 10022
Risa J. Lavizzo-Mourey	Director	President Emerita, Robert Wood Johnson Foundation, 50 College Road East, Princeton, NJ 08540
Stephen L. Mayo	Director	Professor, Merkin Institute at California Institute of Technology, 1200 East California Boulevard, Pasadena, CA 91125
Paul B. Rothman	Director	Director
Patricia F. Russo	Director	Non-executive Chairman, Hewlett Packard Enterprise Company, 6280 America Center Drive, San Jose, CA 95002
Christine E. Seidman	Director	Thomas W. Smith Professor of Medicine and Genetics, Harvard Medical School/Brigham and Women's Hospital, 75 Francis Street, Boston, MA 02115
Inge G. Thulin	Director	Director
Kathy J. Warden	Director	Chairman, Chief Executive Officer and President, Northrop Grumman Corporation, 2980 Fairview Park Drive, Falls Church, VA 22042
Peter C. Wendell	Director	Managing Director, Sierra Ventures, 1400 Fashion Island Boulevard, Suite 1010, San Mateo, CA 94404
Sanat Chattopadhyay	Executive Vice President and President, Merck Manufacturing Division	Executive Vice President and President, Merck Manufacturing Division, Merck
Richard R. Deluca, Jr.	Executive Vice President and President, Merck Animal Health	Executive Vice President and President, Merck Animal Health, Merck
Cristal N. Downing	Executive Vice President and Chief Communications and Public Affairs Officer	Executive Vice President and Chief Communications and Public Affairs Officer, Merck
Chirfi Guindo	Chief Marketing Officer, Human Health	Chief Marketing Officer, Human Health, Merck
Michael A. Klobuchar	Executive Vice President and Chief Strategy Officer	Executive Vice President and Chief Strategy Officer, Merck

Dean Y. Li	Executive Vice President and President, Merck Research Laboratories	Executive Vice President and President, Merck Research Laboratories, Merck
Steven C. Mizell	Executive Vice President and Chief Human Resources Officer	Executive Vice President and Chief Human Resources Officer, Merck
Jannie Oosthuizen	President, Merck Human Health U.S.	President, Merck Human Health U.S., Merck
Joseph Romanelli	President, Human Health International	President, Human Health International, Merck
Dave Williams	Executive Vice President and Chief Information and Digital Officer	Executive Vice President and Chief Information and Digital Officer, Merck
Jennifer L. Zachary	Executive Vice President and General Counsel	Executive Vice President and General Counsel, Merck

2. Merck Sharp & Dohme LLC

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of Parent are set forth below. If no business address is given, the director's or executive officer's business address is 126 East Lincoln Avenue, Rahway, NJ, 07065.

Unless otherwise indicated below, all of the persons listed below are citizens of the United States of America.

Name	Position at Parent	Principal Occupation and Employer
Jon Filderman	Manager; Vice President	Vice President, Legal, Merck
Aaron Rosenberg	Manager; Treasurer	Senior Vice President and Treasurer, Merck
Dalton Smart	Manager; President	Senior Vice President, Global Controller, Merck
Gary Henningsen, Jr.	Senior Vice President, Tax	Senior Vice President, Corporate Tax, Merck
Kelly E.W. Grez	Secretary	Assistant Vice President, Legal, Merck

3. Hawaii Merger Sub, Inc.

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of Merger Sub are set forth below. If no business address is given, the director's or executive officer's business address is 126 East Lincoln Avenue, Rahway, NJ, 07065. Unless otherwise indicated below, all of the persons listed below are citizens of the United States of America.

Name	Position at Merger Sub	Principal Occupation and Employer
Jon Filderman	Director; Secretary	Vice President, Legal, Merck
Aaron Rosenberg	Director; Senior Vice President and Treasurer	Senior Vice President and Treasurer, Merck
Dalton Smart	Director; President	Senior Vice President, Global Controller, Merck
Gary Henningsen, Jr.	Vice President, Tax	Senior Vice President, Corporate Tax, Merck

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement (this "**Agreement**"), effective as of the date of last signature below (the "**Effective Date**"), is entered into by and between Merck Sharp & Dohme Corp., having an address of 2000 Galloping Hill Road, Kenilworth, New Jersey 07033 (hereinafter referred to as "**Merck**") and Harpoon Therapeutics, having an address of 131 Oyster Point Blvd, Suite 300, South San Francisco, CA 94080 (hereinafter referred to as "Harpoon") (each a "**Party**" and collectively, the "**Parties**") and sets forth the terms and conditions under which the Parties will exchange certain proprietary and confidential information/data with respect to **a possible business relationship around Harpoon's pipeline programs, including but not limited to HPN424, and/or TriTAC® platform and related technologies** (hereinafter collectively referred to as "**Subject Matter**").

1. All proprietary and non-public information/data respecting the Subject Matter that is disclosed to one Party (the "**Receiving Party**") by or on behalf of the other Party (the "**Disclosing Party**"), and in the case of Merck, by or on behalf of Merck's Affiliates, whether in oral, written, graphic or electronic form, shall be considered "**Confidential Information**", including, but not limited to, information regarding data, inventions, know-how, ideas, procedures, formulations, compounds, biologics, designs, methods, techniques, financial projections and/or terms, software, developmental or experimental work, clinical or other programs, and plans for research and development of a Party. Confidential Information of the Disclosing Party, in whole or in part, contained or incorporated in any copies, summaries, notes, reports, translations, analyses and/or studies, whether written or recorded in electronic or other format and on whatever media, shall also constitute Confidential Information of the Disclosing Party. For purposes of this Agreement, "**Affiliate**" means an entity at least 50% owned by, under common ownership with, or which owns at least 50% of, Merck.

2. The Receiving Party shall maintain the secrecy of all Confidential Information disclosed to it by the Disclosing Party hereunder and shall use such Confidential Information only for the purpose of evaluating its interest in a potential arrangement with the Disclosing Party for research, development and/or commercialization regarding the Subject Matter (the "**Purpose**").

3. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party, except to its officers, employees, agents and consultants (collectively "**Representatives**"**)** who have a need to know such Confidential Information for the Purpose and who are bound to maintain the confidentiality of the Confidential Information by written obligations of confidentiality and non-use at least as restrictive as those contained in this Agreement. Merck may also disclose Confidential Information of Harpoon, on a need to know basis for the Purpose, to Merck's Affiliates who shall be under the obligations of confidentiality and non-use set forth herein. Each Party shall (i) advise its Representatives of the proprietary nature of the Confidential Information and the terms and conditions of this Agreement requiring that the confidentiality of any such information be maintained and (ii) use all reasonable safeguards to prevent unauthorized use by such Representatives. Each Party shall be responsible for any non-compliance with, or breach of, this Agreement by any of its Representatives, and in the case of Merck, its Affiliates to which it has disclosed the other Party's Confidential Information.

4. The obligations of confidentiality and non-use shall not apply to Confidential Information that the Receiving Party can demonstrate by contemporaneous, written or electronic documentation:

a) is in the public domain by use and/or publication at the time of its receipt from the Disclosing Party or thereafter enters into the public domain through no breach of this Agreement by the Receiving Party; or

b) was already in its or its Representative's possession prior to receipt from the Disclosing Party or is independently developed without use of, or reliance on, Confidential Information received from the Disclosing Party; or

c) is properly obtained by the Receiving Party or its Representative's from a third party that has a valid right to disclose such Confidential Information and does not have a confidentiality obligation to the Disclosing Party.

5. In the event a Receiving Party is required to disclose any Confidential Information received under this Agreement in order to comply with any law, regulation or valid court order, such Receiving Party may disclose such Confidential Information only to the extent necessary for such compliance; *provided, however,* that such Receiving Party shall give the other Party reasonable advance written notice of the required disclosure, to the extent permitted by law, to provide such other Party with the opportunity to seek confidential treatment of any Confidential Information to be disclosed and/or to obtain a protective order narrowing the scope of disclosure and shall reasonably cooperate with such other Party's efforts to seek confidential treatment of any Confidential Information to be disclosed and/or to obtain a protective order narrowing the scope of disclosure. Confidential Information that is disclosed pursuant to such required disclosure shall remain otherwise subject to the confidentiality and non-use provisions set forth herein.

6. Unless sooner terminated, for or without cause, by written notice from one Party to the other sent to the addresses set forth above, this Agreement shall expire on the first (1st) anniversary of the Effective Date. Notwithstanding any expiration or termination of this Agreement, the Receiving Party's obligations of confidentiality and non-use concerning Confidential Information of the other Party shall survive until the seventh (7th) anniversary of the expiration or earlier termination of this Agreement.

7. Upon the earlier of written request of the Disclosing Party or termination or expiration of this Agreement, all Confidential Information received by the Receiving Party from or on behalf of the Disclosing Party shall be promptly returned to the Disclosing Party or destroyed, as determined by the Receiving Party, *provided, however* that the Receiving Party may retain one (1) copy of such Confidential Information in its confidential files, solely for purposes of exercising the Receiving Party's rights hereunder, satisfying its obligations hereunder or complying with any legal proceeding or requirement with respect thereto and *further, provided,* that the Receiving Party shall not be required to erase electronic files created in the ordinary course of business during automatic system back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information so long as such electronic files are (i) maintained only on centralized storage servers (and not on personal computers or devices), (ii) not accessible by any of its personnel (other than its information technology specialists), and (iii) are not otherwise accessed subsequently except with the written consent of the Disclosing Party or as required by law or legal process. Such retained copies of Confidential Information shall remain subject to the confidentiality and non-use obligations herein.

8. All Confidential Information of a Disclosing Party that is disclosed hereunder shall remain the property of that Party. No patent or ownership right or license is granted by this Agreement, except for the Receiving Party's right to use the Confidential Information solely for the Purpose, and the parties acknowledge that the disclosure of Confidential Information hereunder does not result in any obligation of the Disclosing Party to grant the Receiving Party further rights in or to such Confidential Information or for the Parties to enter into further negotiations or any agreement with each other in relation to the Subject Matter.

9. The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall have no liability as to the accuracy or completeness of the Confidential Information on any basis (including, without limitation, in contract, tort, under applicable securities laws or otherwise). The Receiving Party will not make any claims whatsoever against the Disclosing Party for any omissions or errors included in the Confidential Information. The Disclosing Party shall have no liability or responsibility for any decisions made by the Receiving Party in reliance on any Confidential Information disclosed under this Agreement. The Disclosing Party expressly disclaims any express or implied duty to update, supplement or correct any Confidential Information disclosed hereunder.

10. The Parties acknowledge that a material breach of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party and that no remedy at law may adequately compensate the Disclosing Party for such harm. The Disclosing Party shall have the right to seek injunctive relief or other equitable relief without prejudice to any other rights or remedies that the Disclosing Party may have for the material breach of this Agreement.

11. No disclosure of the existence, or the terms, of this Agreement or the fact that discussions may be taking place between the Parties regarding the Subject Matter ("**Confidential Discussions**") may be made by either Party except to its Representatives, and also in the case of Merck to its Affiliates, who have a need to know such Confidential Discussions for the Purpose, and who are bound to maintain the confidentiality of such Confidential Discussions by written obligations of confidentiality and non-use at least as restrictive as those contained in this Agreement. Further, no Party shall use the name, trademark, trade name, or logo of the other Party, its affiliates, or their respective employee(s) in any publicity, promotion, news release or disclosure relating to this Agreement or its subject matter, without the prior express written permission of the other Party, except as may be required by law.

12. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns. No failure or delay on the part of either Party in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any right shall be deemed a waiver of any other right under this Agreement.

13. This Agreement represents the entire understanding between the Parties, and hereby supersedes any prior understandings, whether oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended, waived or otherwise changed, in whole or in part, except in a writing that is signed by the authorized representatives of the Parties. If any portion of this Agreement or the application thereof to either Party is held by a court of competent jurisdiction to be invalid, illegal, non-binding or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, non-binding or unenforceable provision had never been contained herein and the remaining portion hereof or applications to a Party shall remain in full force and effect.

14. This Agreement shall be governed by and construed and enforced according to the laws of the State of New York, United States of America, without regard to its principles of conflicts of laws.

15. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Agreement may be provided by facsimile transmission or PDF file, which shall be deemed to be original signatures.

Merck Sharp & Dohme Corp.	**Harpoon Therapeutics**
By /s/ Christopher Mortko	By /s/ Rachael Lester
Christopher Mortko **Associate Vice President** **Business Development & Licensing**	Rachael Lester Name VP Corporate Development Title
January 9, 2020 Date	1/8/2020 Date

FIRST AMENDMENT TO MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This First Amendment to the Mutual Confidential Disclosure Agreement (this "**First Amendment**") is entered into as of the date of last signature below (the "**First Amendment Effective Date**"), by and between Merck Sharp & Dohme Corp., ("**Merck**") and Harpoon Therapeutics ("**Harpoon**") and amends that certain Mutual Confidential Disclosure Agreement between Merck and Harpoon, effective as of January 9th, 2020 (the "**Agreement**"; capitalized terms used herein without definition herein shall have the meaning given such terms in the Agreement).

WHEREAS, Merck and Harpoon desire to modify the Agreement to expand the Subject Matter and extend the term.

NOW, THEREFORE, Merck and Harpoon, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, agree as follows:

1. The Subject Matter of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "a possible business relationship around Harpoon's proprietary T cell engager platforms: TriTAC and ProTriTAC, including but not limited to HPN424, HPN536, HPN217, HPN328 and HPN601"

2. The first sentence of Paragraph 6 is hereby amended by deleting it in its entirety and replacing it with the following:

   "Unless sooner terminated, for or without cause, by written notice from one Party to the other sent to the addresses set forth above, this Agreement shall expire on the third (3rd) anniversary of the Effective Date."

3. Except as amended hereby, the terms and conditions of the Agreement shall remain in full force and effect in all other respects, unless further amended by written agreement. This First Amendment may be signed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures for this Agreement may be provided by facsimile transmission or PDF file, which shall be deemed to be original signatures.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, each of the Parties hereto has caused this First Amendment to be duly executed in the name of and on its behalf, to be effective as of the First Amendment Effective Date.

Merck Sharp & Dohme Corp.

Electronically signed by:
Christopher Mortko
Reason: Approved
By /s/ Christopher Mortko *Date: Jan 6, 2021 14:57 EST*

Christopher Mortko
Name

AVP BD&L
Title

Jan 6, 2021
Date

Harpoon Therapeutics

By /s/ Rachael Lester

Rachael Lester
Name

VP Corporate Development
Title

January 5, 2021
Date

Confidential

AMENDMENT No. 2 TO
MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Amendment No. 2 to Mutual Confidential Disclosure Agreement ("**Amendment No. 2**"), effective as of the date of last signature below **(**"**Amendment No. 2 Effective Date**"**)**, confirms the mutual understanding between Merck Sharp & Dohme, LLC, having a place of business at 126 East Lincoln Avenue, Rahway, New Jersey 07065, USA **(**"**Merck**"**)** and Harpoon Therapeutics**,** having a place of business at 611 Gateway Blvd, Suite 400, South San Francisco, CA 94080 **(**"**Harpoon**"**)**.

WHEREAS, Merck and Harpoon have entered into that certain Mutual Confidential Disclosure Agreement, effective January 9, 2020 and as amended by the First Amendment effective January 6, 2021 (collectively, the "**Agreement**"**)**; and

WHEREAS, the Agreement expired its terms on January 6, 2023; and

WHEREAS, from January 6, 2023 to the Amendment No. 2 Effective Date (the "**Extension Period**"**)** the Parties have extended the Agreement through their course of dealing; and

WHEREAS, it is the intention of both Parties that the terms of the Agreement govern the rights and obligations of the Parties through the Extension Period; and

WHEREAS, the Parties now wish to extend the termination date, as detailed here in this Amendment No. 2.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. The Parties hereby acknowledge that the Agreement expired on January 6, 2023 and hereby agree that the terms and conditions of the Agreement shall apply from such expiration date through the Extension Period, as if the Agreement had been in full force and effect.

2. Paragraph 6 of the Agreement is hereby deleted and is replaced in its entirety with the following new paragraph:

   "Unless sooner terminated, for or without cause, by written notice from one Party to the other sent to the addresses set forth above, this Agreement shall expire on January 6, 2025. Notwithstanding any expiration or termination of this Agreement, the Receiving Party's obligations of confidentiality and non-use concerning Confidential Information of the other Party shall survive until the seventh (7th) anniversary of the expiration or earlier termination of this Agreement."

3. All other terms and conditions of the Agreement not specifically modified by this Amendment No. 2 shall remain in full force and effect.

4. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

5. On and after the Amendment No. 2 Effective Date, each reference in the Agreement to this "Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment No. 2.

6. This Amendment No. 2 may be signed in any number of counterparts (facsimile and electronic transmission included), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed by their duly authorized representatives.

MERCK SHARP & DOHME, LLC.		Harpoon Therapeutics	
	Electronically signed by: Christopher Mortko Reason: Approved		
By:	/s/ Christopher Mortko *Date: Sep 21, 2023 16:52 EDT*	By:	/s/ Haibo Wang
Name:	Christopher Mortko Ph.D., MBA	Name:	Haibo Wang
Title:	Vice President, BD&L	Title:	SVP, Business Development
Date:	September 21, 2023	Date:	9/21/2023

Confidential

AMENDMENT NO. 3 TO MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Amendment No. 3 to Mutual Confidential Disclosure Agreement (this "**Amendment No. 3**"), effective as of the date of last signature below (the "**Amendment No. 3 Effective Date**"), confirms the mutual understanding between Merck Sharp & Dohme LLC, having a place of business at 126 East Lincoln Avenue, Rahway, New Jersey 07065, USA ("**Merck**") and Harpoon Therapeutics, Inc., having a place of business at 611 Gateway Boulevard, Suite 400, South San Francisco, California 94080, USA ("**Harpoon**").

WHEREAS, Merck and Harpoon have entered into that certain Mutual Confidential Disclosure Agreement, effective January 9, 2020 and as amended by the First Amendment to Mutual Confidential Disclosure Agreement effective January 6, 2021 and Amendment No. 2 to Mutual Confidential Disclosure Agreement effective September 21, 2023 (as so amended, the "**Agreement**");

WHEREAS, Merck and Harpoon desire to amend certain provisions of the Agreement as herein provided; and

WHEREAS, capitalized terms used in this Amendment No. 3 and not defined shall have the meanings set forth in the Agreement.

NOW, THEREFORE, Merck and Harpoon, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, agree as follows:

1. The Purpose of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"a potential negotiated transaction between the Parties, including regarding the Subject Matter"

2. The first sentence of paragraph 3 is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party, except to its directors, officers, employees, attorneys, accountants, financial advisors, agents and consultants (collectively, "**Representatives**") who have a need to know such Confidential Information for the Purpose and who are bound to maintain the confidentiality of the Confidential Information by written obligations, or bound by duties, of confidentiality and non-use at least as restrictive as those contained in this Agreement."

3. The following provisions are added as new paragraphs 12, 13 and 14, respectively, and the subsequent paragraphs of the Agreement and corresponding clauses therein are renumbered in sequence accordingly:

"**12.** Merck agrees that, until December 8, 2024, Merck and Merck & Co., Inc. ("**Merck Parent**") will not, and will cause Merck's controlled Affiliates acting on Merck's behalf or at its direction who are provided with Confidential Information or become aware of the Confidential Discussions, in each instance in accordance with the terms of this Agreement not to, directly or indirectly, solicit for employment or employ any individual serving as (a) an officer of Harpoon at the level of Vice President or above, or (b) any employee of Harpoon or any of its subsidiaries with whom Merck first had substantial contact in connection with the Purpose, in each case without obtaining the prior written consent of

Harpoon; provided that (a) Merck, Merck Parent and such Affiliates of Merck may make general solicitations for employment not specifically directed at Harpoon or any of its subsidiaries or their respective employees, including through search firms, and employ any person who responds to such solicitations and (b) the foregoing restrictions shall not apply to (i) any person who has been terminated by Harpoon or its subsidiaries prior to commencement of employment discussions between Merck, Merck Parent or such Affiliates of Merck and such person or (ii) any response to, or hiring of, any person who contacts Merck, Merck Parent or such Affiliates of Merck at such person's own initiative without any prior encouragement or solicitation (other than as permitted in clause (a) of this proviso). Merck shall be responsible for the non-compliance with, or breach of, this paragraph 12 by Merck Parent and any of Merck's controlled Affiliates described herein. This paragraph 12 shall survive any termination of this Agreement.

13. Merck hereby agrees that, unless otherwise agreed in writing by Harpoon or its Board of Directors (or committee thereof), until December 8, 2024, Merck and Merck Parent will not, and will cause Merck's controlled Affiliates who are provided with Confidential Information or become aware of the Confidential Discussions and Merck's Representatives, in each case acting on Merck's behalf or at its direction, to not, directly or indirectly: (a) propose any merger, consolidation or business combination of Harpoon, or tender or exchange offer of securities of Harpoon, purchase of more than 20% of Harpoon's consolidated assets or businesses, or any recapitalization, restructuring, liquidation or other similar extraordinary transaction with respect to Harpoon; (b) (i) acquire beneficial ownership of any securities (or any instrument that gives the economic equivalent of ownership of an amount of securities of Harpoon (a "**Derivative**")) of Harpoon (collectively, a transaction specified in (a) or (b)(i) involving a majority of Harpoon's outstanding voting capital stock, securities convertible into or exercisable for a majority of Harpoon's outstanding voting capital stock, or consolidated assets, is referred to as a "**Business Combination**"), (ii) propose or seek, whether alone or in concert with others, any "solicitation" (as such term is used in the rules of the Securities and Exchange Commission) of proxies or consents to vote any securities (including a Derivative) of Harpoon, (iii) nominate any person as a director of Harpoon, or (iv) propose any matter to be voted upon by the stockholders of Harpoon; (c) form, join or in any way participate in a third party "group" (as such term is used in the rules of the Securities and Exchange Commission) with respect to any securities (including a Derivative) of Harpoon or a Business Combination involving Harpoon; (d) request Harpoon (or any of its officers, directors or Representatives), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence) other than by means of a confidential communication to Harpoon's Chief Executive Officer or the Chair of Harpoon's Board of Directors in such a manner that would not reasonably be expected to require Harpoon to make a public announcement thereof under applicable law or listing standards of any securities exchange; or (e) take any action that would reasonably be expected to require Harpoon to make a public announcement regarding a potential Business Combination. Notwithstanding the foregoing, Merck's obligations under this paragraph 13 shall terminate immediately upon and be of no effect after either (A) the public announcement by Harpoon or any third party of the entry into a definitive agreement for a transaction involving a Business Combination or (B) any third-party person or entity, including any persons or entities acting in concert, has commenced a tender offer or exchange offer for a majority of Harpoon's outstanding voting securities and Harpoon's Board of Directors has not recommended against such offer within ten (10) business days following such commencement. Merck shall be responsible for the non-compliance with, or breach of, this paragraph 13 by Merck Parent and any of Merck's controlled Affiliates described herein. This paragraph 13 shall survive any termination of this Agreement.

Notwithstanding anything herein to the contrary, the restrictions set forth in this paragraph 13 shall not (a) apply to (i) any passive investment in securities of Harpoon by or on behalf of any independently managed pension plan, employee benefit plan, or similar trust or retirement plan, in each case, for the benefit of Merck or its Affiliates or their respective employees, or (ii) any indirect acquisition of the securities of Harpoon through investment in any independent mutual fund or other similar investment vehicle, in each case so long as (x) Merck and its Affiliates own, in the aggregate, less than five percent (5%) of such mutual fund or other similar investment vehicle, and (y) such investment or acquisition is not made at Merck's direction, or the direction of Merck's Affiliates or other Representatives, and (b) be deemed to prohibit any confidential communication to Harpoon's Board of Directors (or committee thereof) or Chief Executive Officer of any non-public proposals regarding a possible transaction of any kind in such a manner that would not reasonably be expected to require Harpoon to make a public announcement thereof under applicable law or listing standards of any securities exchange. For the avoidance of doubt, nothing in this paragraph 13 will prohibit Merck or its Affiliates or its and their respective Representatives from initiating, discussing, pursuing, entering into, maintaining or taking any actions with respect to existing or future commercial agreements or transactions with Harpoon or any other party (including, without limitation, licensing, partnering or similar cooperation agreements), in each case in the ordinary course of business.

14. Each Party acknowledges that such Party (and in the case of Merck, Merck Parent and Merck's controlled Affiliates) and its Representatives are aware that the Confidential Information and Confidential Discussions may contain material, non-public information about the other Party, and each Party agrees that such Party (and in the case of Merck, Merck Parent and Merck's controlled Affiliates) and its Representatives may be restricted from purchasing or selling any securities of the other Party while in possession of such information to the extent provided under applicable law."

4. Except as amended hereby, the terms and conditions of the Agreement shall remain in full force and effect in all other respects, unless further amended by written agreement. On and after the Amendment No. 3 Effective Date, each reference in the Agreement to this "Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment No. 3.

5. Neither the Agreement (as amended hereby) nor any obligations or rights thereunder may be assigned or otherwise transferred by a Party without the written consent of the other Party, except in connection with the sale of all or substantially all of a Party's assets, equity or business, including by way of merger, reorganization or similar transaction.

6. This Amendment No. 3 may be signed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures for this Amendment may be provided by facsimile or electronic transmission or PDF file, which shall be deemed to be original signatures.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 3 to be executed by their duly authorized representatives.

MERCK SHARP & DOHME LLC

By: /s/ Sunil A. Patel
Name: Sunil A. Patel
Title: SVP, Business Development and Licensing

Date: December 8, 2023

HARPOON THERAPEUTICS, INC.

By: /s/ Julie Eastland
Name: Julie Eastland
Title: CEO

Date: 12/8/2023

Exhibit 99.6

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, par value $0.0001 per share, of Harpoon Therapeutics, Inc., a Delaware corporation, and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of the date set forth below.

Date: January 17, 2024

MERCK & CO. INC.

/s/ Robert M. Davis

Name: Robert M. Davis
Title: Chairman and Chief Executive Officer

MERCK SHARP & DOHME LLC

/s/ Sunil A. Patel

Name: Sunil A. Patel
Title: SVP, Business Development & Licensing

HAWAII MERGER SUB, INC.

/s/ Dalton Smart

Name: Dalton Smart
Title: Senior Vice President, Global Controller