
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Dianthus Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

81-0724163
(I.R.S. Employer
Identification No.)

**7 Times Square, 43rd Floor
New York, NY 10036**
(Address of Principal Executive Offices, Zip Code)

**Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan
Dianthus Therapeutics, Inc. 2019 Stock Plan**
(Full title of the plan)

Adam M. Veness, Esq.
Senior Vice President, General Counsel and Secretary
Dianthus Therapeutics, Inc.
7 Times Square, 43rd Floor
New York, NY 10036
(929) 999-4055
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ryan A. Murr, Esq.
Branden C. Berns, Esq.
Chris W. Trester, Esq.
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, CA 94105
Telephone: (415) 393-8200
Facsimile: (415) 393-8306

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

On September 11, 2023, Dianthus Therapeutics, Inc. (f/k/a the Magenta Therapeutics, Inc.) (the “**Registrant**”) effected a 1-for-16 reverse stock split, which proportionally reduced the number of shares reserved under the Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan (f/k/a the Magenta Therapeutics, Inc. 2018 Stock Option and Incentive Plan) (the “**LTIP**”). On September 11, 2023, pursuant to an Agreement and Plan of Merger dated May 2, 2023 (the “**Merger Agreement**”), a wholly-owned subsidiary of the Registrant merged with Dianthus Therapeutics OpCo, Inc. (f/k/a Dianthus Therapeutics, Inc.) (“**Former Dianthus**”), with Former Dianthus surviving as a wholly owned subsidiary of the Registrant (the “**Merger**”). In connection with the Merger, (i) the Registrant assumed options to purchase shares of Former Dianthus’s common stock that were outstanding under the Dianthus Therapeutics, Inc. 2019 Stock Plan (the “**2019 Plan**”) immediately prior to the Merger and such options were converted into options to purchase 1,486,408 shares of the Registrant’s common stock, par value \$0.001 per share (“**Common Stock**”), after adjustment to reflect the reverse stock split and the exchange ratio used in the Merger, and (ii) the LTIP was amended and restated to, among other items, provide for the issuance of an additional 198,916 shares of Common Stock which were previously available for issuance under the 2019 Plan, after adjustment to reflect the reverse stock split and the exchange ratio used in the Merger.

Accordingly, this Registration Statement on Form S-8 (this “**Registration Statement**”) is filed by the Registrant to register (i) up to 1,486,408 shares of Common Stock issuable pursuant to outstanding options granted under the 2019 Plan, (ii) the 198,916 additional shares of Common Stock issuable pursuant to the LTIP as a result of the assumption of the shares previously available for issuance under the 2019 Plan, and (iii) 151,600 additional shares of Common Stock that became issuable under the LTIP as a result of an automatic annual increase on January 1, 2023, adjusted to reflect the reverse stock split.

The information contained in the Registrant’s registration statements on Form S-8 filed with the Securities and Exchange Commission (the “**SEC**”) with respect to the LTIP on March 8, 2022, March 3, 2021, March 3, 2020, March 19, 2019 and June 22, 2018 (Registration Nos. [333-263358](#), [333-253815](#), [333-236853](#), [333-230387](#), and [333-225838](#)), together with all exhibits filed therewith or incorporated therein by reference, are hereby incorporated by reference pursuant to General Instruction E to Form S-8, and the shares of Common Stock registered hereunder with respect to the LTIP are in addition to the shares of Common Stock registered on such registration statements.

PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information

The documents containing the information specified in Part I of this Registration Statement will be delivered to employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the “**Securities Act**”). In accordance with the instructions to Part I of Form S-8, such documents are not being filed with the SEC either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. Such documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents, which have previously been filed by the Registrant with the SEC pursuant to the Securities Act and pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), are incorporated by reference herein and shall be deemed to be a part hereof:

- (a) [the Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022 filed with the SEC on March 23, 2023](#), as amended by [Amendment No. 1 to the Registrant’s Annual Report on Form 10-K/A filed with the SEC on May 1, 2023](#);

- (b) the Registrant's Quarterly Reports on Form 10-Q for the fiscal quarter ended March 31, 2023 filed with the SEC on [May 15, 2023](#) and for the fiscal quarter ended June 30, 2023 filed on [August 3, 2023](#);
- (c) the Registrant's Current Reports on Form 8-K filed with the SEC on [February 2, 2023](#), [February 7, 2023](#), [March 31, 2023](#), [April 6, 2023](#), [May 3, 2023](#), [May 19, 2023](#), [September 8, 2023](#), and [September 12, 2023](#) (as amended [September 21, 2023](#)); and
- (d) the description of the Common Stock contained in the Registrant's Registration Statement on Form S-3 filed with the SEC on [October 4, 2023](#), including all amendments or reports filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicate that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Notwithstanding the foregoing, unless specifically stated to the contrary, none of the information that the Registrant discloses under Items 2.02 or 7.01 of any Current Report on Form 8-K that it may from time to time furnish to the SEC will be incorporated by reference into, or otherwise included in, this Registration Statement.

Any statement, including financial statements, contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or therein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "**DGCL**") authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

The Registrant has adopted provisions in its charter that limit or eliminate the personal liability of the Registrant's directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to the Registrant or its stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for: (i) any breach of the director's duty of loyalty to the Registrant or its stockholders; (ii) any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; (iii) any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or (iv) any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, the Registrant's bylaws provide that: (i) the Registrant will indemnify its directors, officers and, in the discretion of its board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and (ii) the Registrant will advance expenses, including attorneys' fees, to its directors and, in the discretion of its board of directors, to its officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of Magenta, subject to limited exceptions.

The Registrant has entered into indemnification agreements with its directors and executive officers. These agreements provide that the Registrant will indemnify each of its directors and executive officers to the fullest extent permitted by Delaware law. The Registrant will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director or executive officer in connection with any proceeding in which indemnification is available and the Registrant will indemnify its directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of the Registrant or in furtherance of the Registrant's rights. Additionally, certain of the Registrant's directors may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's services as a director referenced herein. Nonetheless, the Registrant has agreed in the indemnification agreements that the Registrant's obligations to those same directors are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

The Registrant also maintains general liability insurance which covers certain liabilities of its directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

The LTIP provides that neither the board of directors of the Registrant nor the compensation committee (or other person acting as administrator of the LTIP), nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the LTIP, and such individuals shall be entitled in all cases to indemnification and reimbursement by the Registrant in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Registrant's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Registrant.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Exhibit Description
4.1	Fifth Amended and Restated Certificate of Incorporation of Dianthus Therapeutics, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on September 12, 2023).
4.2	Second Amended and Restated Bylaws of Dianthus Therapeutics, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on December 13, 2022).
5.1*	Opinion of Gibson, Dunn & Crutcher LLP

- 23.1* [Consent of KPMG LLP, former independent registered public accounting firm of Magenta Therapeutics, Inc.](#)
- 23.2* [Consent of Deloitte & Touche LLP, independent registered public accounting firm of Dianthus Therapeutics OpCo, Inc. \(formerly Dianthus Therapeutics, Inc.\)](#)
- 23.3* [Consent of Gibson, Dunn & Crutcher LLP \(included in Exhibit 5.1\)](#)
- 24.1* [Power of Attorney \(included on the signature page to this Registration Statement\)](#)
- 99.1 [Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan \(incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed with the SEC on September 12, 2023\)](#)
- 99.2* [Form of Stock Option Agreement for Directors under the Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan.](#)
- 99.3 [Dianthus Therapeutics, Inc. 2019 Stock Plan \(incorporated by reference to Exhibit 10.17 to Amendment No. 1 to the Registrant's Registration Statement on Form S-4 filed with the SEC on June 22, 2023\).](#)
- 99.4 [Form of Nonstatutory Stock Option Agreement under the Dianthus Therapeutics, Inc. 2019 Stock Plan \(incorporated by reference to Exhibit 10.18 to Amendment No. 1 to the Registrant's Registration Statement on Form S-4 filed with the SEC on June 22, 2023\).](#)
- 99.5 [Form of Incentive Stock Option Agreement under the Dianthus Therapeutics, Inc. 2019 Stock Plan \(incorporated by reference to Exhibit 10.19 to Amendment No. 1 to the Registrant's Registration Statement on Form S-4 filed with the SEC on June 22, 2023\).](#)
- 107.1* [Filing Fee Table](#)

* Filed herewith

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on October 4, 2023.

DIANTHUS THERAPEUTICS, INC.

By: /s/ Marino Garcia

Name: Marino Garcia

Title: Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints each of Marino Garcia, Ryan Savitz and Adam Veness and each of them acting individually, as his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution in each of them singly, for him or her and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting to the attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in or about the premises, as full to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that the attorneys-in-fact and agents or any of each of them or their substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Marino Garcia</u> Marino Garcia	Chief Executive Officer, President, and Director (Principal Executive Officer)	October 4, 2023
<u>/s/ Ryan Savitz</u> Ryan Savitz	Chief Financial Officer and Treasurer (Principal Financial Officer)	October 4, 2023
<u>/s/ Edward Carr</u> Edward Carr	Chief Accounting Officer (Principal Accounting Officer)	October 4, 2023
<u>/s/ Leon O. Moulder, Jr.</u> Leon O. Moulder, Jr.	Chair of the Board	October 4, 2023
<u>/s/ Tomas Kiselak</u> Tomas Kiselak	Director	October 4, 2023
<u>/s/ Alison F. Lawton</u> Alison F. Lawton	Director	October 4, 2023
<u>/s/ Anne McGeorge</u> Anne McGeorge	Director	October 4, 2023

<u>/s/ Lei Meng</u> Lei Meng	Director	October 4, 2023
<u>/s/ Paula Soteropoulos</u> Paula Soteropoulos	Director	October 4, 2023
<u>/s/ Jonathan Violin, Ph.D.</u> Jonathan Violin, Ph.D.	Director	October 4, 2023

October 4, 2023

Dianthus Therapeutics, Inc.
7 Times Square, 43rd Floor
New York, New York 10036Re: Dianthus Therapeutics, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the “**Registration Statement**”), of Dianthus Therapeutics, Inc. (f/k/a Magenta Therapeutics, Inc.), a Delaware corporation (the “**Company**”) filed with the Securities and Exchange Commission (the “**Commission**”) pursuant to the Securities Act of 1933, as amended (the “**Securities Act**”), in connection with the offering by the Company of up to (a) 1,486,408 shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”), issuable pursuant to options outstanding under the Dianthus Therapeutics, Inc. 2019 Stock Plan (the “**2019 Plan**”) which were assumed by the Company on September 11, 2023 in connection with Dianthus Therapeutics OpCo, Inc.’s (f/k/a Dianthus Therapeutics, Inc.) merger with a wholly-owned subsidiary of the Company, and (b) 350,516 additional shares of Common Stock issuable to eligible individuals under the Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan (f/k/a Magenta Therapeutics, Inc. 2018 Stock Option and Incentive Plan) (together with the 2019 Plan, the “**Plans**”), of which 198,916 were previously available for issuance under the 2019 Plan and 151,600 became available for issuance as a result of the automatic annual increase on January 1, 2023 (adjusted to reflect the reverse stock split).

We have examined the Plans and the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. We have also made such other investigations as we have deemed relevant and necessary or appropriate in connection with the opinion hereinafter set forth. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plans that would expand, modify or otherwise affect the terms of the Plans or the respective rights or obligations of the participants thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

**Abu Dhabi • Beijing • Brussels • Century City • Dallas • Denver • Dubai • Frankfurt • Hong Kong • Houston • London • Los Angeles
Munich • New York • Orange County • Palo Alto • Paris • San Francisco • Singapore • Washington, D.C.**

Dianthus Therapeutics, Inc.

October 4, 2023

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Based upon the foregoing examination and in reliance thereon, and subject to the assumptions stated and in reliance on statements of fact contained in the documents that we have examined, we are of the opinion that the shares of Common Stock issuable under the Plans, when issued and sold in accordance with the terms of the respective Plans and against payment therefor, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the “**DGCL**”). This opinion is limited to the effect of the current state of the law of the DGCL and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such law or the interpretations thereof or such facts. We express no opinion regarding any state securities laws or regulations.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

GIBSON, DUNN & CRUTCHER LLP



KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 23, 2023, with respect to the consolidated financial statements of Magenta Therapeutics, Inc., incorporated herein by reference.

/s/ KPMG LLP

Boston, Massachusetts
October 3, 2023

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated May 15, 2023 relating to the financial statements of Dianthus Therapeutics OpCo, Inc. (formerly Dianthus Therapeutics, Inc.) appearing in the Current Report on Form 8-K of Dianthus Therapeutics, Inc filed on September 21, 2023.

/s/ Deloitte & Touche LLP

Morristown, New Jersey

October 4, 2023

DIRECTOR FORM

**AMENDED AND RESTATED DIANTHUS THERAPEUTICS, INC.
STOCK OPTION AND INCENTIVE PLAN
STOCK OPTION AGREEMENT**

Pursuant to the Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan (the “**Plan**”), Dianthus Therapeutics, Inc. (the “**Company**”) hereby grants to the Optionee named below an option (the “**Stock Option**”) to purchase on or prior to the Expiration Date set forth below all or part of the number of shares of Stock set forth below (the “**Option Shares**”) at the Exercise Price per Share set forth below subject to the terms and conditions set forth herein and in the Plan. Capitalized terms in this Stock Option Agreement (this “**Agreement**”) shall have the meanings specified in the Plan, unless a different meaning is specified herein.

Name of Optionee:

Number of Shares of Stock Covered by
the Stock Option:

Exercise Price per Share:

Grant Date:

Expiration Date:

Type of Stock Option: Non-Qualified Stock Option

Vesting Schedule: Subject to the Plan and this Agreement, the Stock Option shall vest and become exercisable on the earlier of (i) the first anniversary of the Grant Date or (ii) the Company’s next annual stockholder meeting following the Grant Date, provided the Optionee remains in a Service Relationship with the Company or a Subsidiary through the applicable vesting date.

1. Vesting and Exercisability.

(a) No portion of this Stock Option may be exercised until such portion has become vested and exercisable in accordance with the Vesting Schedule set forth above and this Section 1. In determining the number of vested Option Shares at the time of exercise, the number of Option Shares shall be rounded down to the nearest whole Share. Once exercisable, this Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date, subject to the provisions hereof and of the Plan.

(b) Notwithstanding the Vesting Schedule set forth above, the Stock Option shall become fully vested and exercisable in the event of (i) a Sale Event and (ii) a termination of the Optionee's Service Relationship by reason of the Optionee's death or disability (within the meaning of Section 22(e)(3) of the Code).

2. Manner of Exercise.

(a) The Optionee may exercise this Stock Option from time to time on or prior to the Expiration Date of the Stock Option by giving written notice to the Administrator of his or her election to purchase some or all of the Option Shares exercisable at the time of such notice and specifying the number of shares of Stock to be purchased.

(b) Payment of the exercise price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option exercise price, provided that in the event the Optionee chooses to pay the option exercise price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) if permitted by the Administrator, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares of Stock with a Fair Market Value that does not exceed the aggregate exercise price, or (v) any combination of the foregoing. Payment instruments will be received subject to collection.

(c) The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full exercise price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the exercise price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the shares of Stock attested to.

(d) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a

holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(e) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Termination of Service Relationship. If the Optionee's Service Relationship with the Company or a Subsidiary is terminated, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's Service Relationship terminates by reason of the Optionee's death, (i) any vested and exercisable portion of this Stock Option outstanding on the Termination Date may be exercised by the Optionee's legal or personal representative until the first anniversary of the Termination Date (or until the Expiration Date, if earlier) and (ii) any portion of this Stock Option that is not vested and exercisable on the Termination Date shall terminate immediately and be of no further force or effect.

(b) Termination Due to Disability. If the Optionee's Service Relationship terminates by reason of the Optionee's disability (within the meaning of Section 22(e)(3) of the Code), (i) any vested and exercisable portion of this Stock Option outstanding on the Termination Date may be exercised by the Optionee until the first anniversary of the Termination Date (or until the Expiration Date, if earlier) and (ii) any portion of this Stock Option that is not vested and exercisable on the Termination Date shall terminate immediately and be of no further force or effect.

(c) Other Termination. If the Optionee's Service Relationship terminates for any reason other than as set forth in Section 3(a) or 3(b), (i) any vested and exercisable portion of this Stock Option outstanding on the Termination Date may be exercised by the Optionee until 90 days following the Termination Date (or until the Expiration Date, if earlier) and (ii) any portion of this Stock Option that is not vested and exercisable on the Termination Date shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2 of the Plan. In the event of any conflict between this Agreement and the Plan, this Agreement shall control.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. Status of the Stock Option. This Stock Option is not intended to qualify as an “incentive stock option” under Section 422 of the Code.

7. Tax Withholding. The Optionee shall, not later than the date as of which the exercise of this Stock Option becomes a taxable event for federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Optionee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due. The Company shall not be obligated to issue any shares of Stock pursuant to the exercise of this Stock Option unless and until the Optionee satisfies such withholding obligations.

8. No Obligation to Continue Service Relationship. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Service Relationship of the Optionee and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the Service Relationship of the Optionee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its Subsidiaries and affiliates and certain agents thereof (together, the “**Relevant Companies**”) may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the “**Relevant Information**”). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applied without regard to conflict of law principles.

13. Interpretation. The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Words in the masculine gender shall include the feminine gender, and where appropriate, the plural shall include the singular and the singular shall include the plural. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. References herein to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by the Plan or this Agreement.

14. Electronic Delivery of Documents. The Optionee agrees to accept by email all documents relating to the Company, the Plan or this Stock Option and all other documents that the Company is required to deliver to its security holders (including disclosures that may be required by the Securities and Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email of their availability. The Optionee acknowledges that the Optionee may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with the Optionee’s ability to access the documents.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

DIANTHUS THERAPEUTICS, INC.

By: _____

Name:

Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Optionee (including through an online acceptance process) is acceptable.

Dated: _____

Optionee's Signature

Optionee's Name and Address:

Calculation of Filing Fee Tables

FORM S-8
(Form Type)DIANTHUS THERAPEUTICS, INC.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title (1)	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, \$0.001 par value per share	Rule 457(a) (2)	1,486,408 (3)	\$8.98	\$13,347,943.84	\$147.60 per \$1,000,000	\$1,970.16
Equity	Common stock, \$0.001 par value per share	Rule 457(a) (4)	350,516 (5)	\$13.53	\$4,742,481.48	\$147.60 per \$1,000,000	\$699.99
Total Offering Amounts						\$18,090,425.32	\$2,670.15
Total Fee Offsets							—
Net Fee Due							\$2,670.15

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “**Securities Act**”), this Registration Statement on Form S-8 (this “**Registration Statement**”) shall also cover any additional shares of common stock, par value \$0.001 per share (the “**Common Stock**”) of Dianthus Therapeutics, Inc. (f/k/a Magenta Therapeutics, Inc.) (the “**Registrant**”) that become issuable under the Amended and Restated Dianthus Therapeutics, Inc. Stock Option and Incentive Plan (f/k/a Magenta Therapeutics, Inc. 2018 Stock Option and Incentive Plan) (the “**LTIP**”) and the Dianthus Therapeutics, Inc. 2019 Stock Plan (the “**2019 Plan**”), to prevent dilution in the event of stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and (h) of the Securities Act, and based on the weighted average exercise price of the outstanding options under the 2019 Plan, which were assumed by the Registrant in connection with the merger of a wholly-owned subsidiary of the Registrant with Dianthus Therapeutics OpCo, Inc. (f/k/a Dianthus Therapeutics, Inc.) on September 11, 2023, after adjusting for the Registrant’s reverse stock split on September 11, 2023 (the “**Assumed Options**”).
- (3) Represents the shares of Common Stock underlying the Assumed Options.
- (4) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and (h) of the Securities Act, and based on the average of the high and low sale prices of the Common Stock, as quoted on The Nasdaq Capital Market, on September 29, 2023.
- (5) Represents 198,916 additional shares of Common Stock reserved for issuance under LTIP, as a result of the assumption of the shares previously available for issuance under the 2019 Plan and 151,600 additional shares of Common Stock reserved for issuance under the LTIP as a result of the automatic annual increase on January 1, 2023, adjusted to reflect the reverse stock split.