UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ___ to ___

Commission File Number: 001-39219

Revolution Medicines, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**47-2029180**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
700 Saginaw Drive	
Redwood City, CA	**94063**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (650) 481-6801

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock $0.0001 Par Value per Share	RVMD	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)
Warrants to purchase 0.1112 shares of common stock expiring 2026	RVMDW	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 31, 2025, the registrant had 193,319,805 shares of common stock, $0.0001 par value per share, outstanding.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements concerning our business, operations and financial performance and condition, as well as our plans, objectives and expectations for our business, operations and financial performance and condition. Any statements contained herein that are not statements of historical facts may be deemed to be forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that are in some cases beyond our control and may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terminology such as "aim," "anticipate," "assume," "believe," "contemplate," "continue," "could," "due," "estimate," "expect," "goal," "intend," "may," "objective," "plan," "predict," "potential," "positioned," "seek," "should," "target," "will," "would," and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- the scope, progress, results and costs of developing our product candidates or any other future product candidates, and conducting preclinical studies and clinical trials;
- the scope, progress, results and costs related to the research and development of our pipeline;
- the timing of and costs involved in obtaining and maintaining regulatory approval for any of current or future product candidates, and any related restrictions, limitations and/or warnings in the label of an approved product candidate;
- our expectations regarding the potential market size and size of the potential patient populations for our product candidates and any future product candidates, if approved for commercial use;
- our ability to maintain and establish new collaborations, licensing or other arrangements and the financial terms of any such agreements;
- our commercialization, marketing and manufacturing capabilities and expectations;
- the rate and degree of market acceptance of our product candidates, as well as the pricing and reimbursement of our product candidates, if approved;
- the implementation of our business model and strategic plans for our business, product candidates and technology, including additional indications for which we may pursue;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates, including the projected term of patent protection;
- our expectations regarding our ability to obtain, maintain, enforce and defend our intellectual property protection for our product candidates;
- estimates of our expenses, future revenue, capital requirements, our needs for additional financing and our ability to obtain additional capital;
- developments and projections relating to our competitors and our industry, including competing therapies and procedures;
- regulatory and legal developments in the United States and foreign countries;
- the performance of our third-party suppliers and manufacturers;
- our ability to attract and retain key scientific or management personnel; and
- other risks and uncertainties, including those listed under the caption "Risk Factors."

We have based these forward-looking statements largely on management's current expectations, estimates, forecasts and projections about our business and the industry in which we operate and management's beliefs and assumptions and are not guarantees of future performance or development and involve known and unknown risks, uncertainties and other factors that are in some cases beyond our control. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of risks, uncertainties and assumptions described in the section titled "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein until after we distribute this Quarterly Report on Form 10-Q, whether as a result of any new information, future events or otherwise.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and you are cautioned not to unduly rely upon these statements.

Investors and others should note that we may announce material business and financial information to our investors using our investor relations website (ir.revmed.com), Securities and Exchange Commission (SEC) filings, webcasts, press releases and conference calls. We use these mediums, including our website, to communicate with our members and public about our company, our products and other issues. It is possible that the information that we make available may be deemed to be material information. We therefore encourage investors and others interested in our company to review the information that we make available on our website.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

REVOLUTION MEDICINES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)
(unaudited)

	September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 217,442	$ 543,064
Marketable securities	1,714,066	1,746,235
Prepaid expenses and other current assets	45,981	38,333
Total current assets	1,977,489	2,327,632
Property and equipment, net	32,926	24,289
Operating lease right-of-use asset	134,450	117,534
Intangible assets, net	55,869	56,670
Goodwill	14,608	14,608
Restricted cash	4,858	3,698
Long-term deposits	16,851	12,128
Other noncurrent assets	14,869	1,742
Total assets	$ 2,251,920	$ 2,558,301
Liabilities and stockholders′ equity		
Current liabilities:		
Accounts payable	$ 74,849	$ 54,427
Accrued expenses and other current liabilities	154,447	96,615
Operating lease liability, current	16,326	12,872
Total current liabilities	245,622	163,914
Deferred tax liability	2,353	2,353
Operating lease liability, noncurrent	142,135	122,971
Liability related to the sale of future royalties	256,509	—
Warrant liability	5,918	3,189
Other noncurrent liabilities	2,479	670
Total liabilities	655,016	293,097
Commitments and contingencies (Note 7)		
Stockholders′ equity:		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized at September 30, 2025 and December 31, 2024, respectively; none issued and outstanding at September 30, 2025 and December 31, 2024, respectively	—	—
Common stock, $0.0001 par value; 300,000,000 shares authorized as of September 30, 2025 and December 31, 2024, respectively; 189,710,951 and 185,896,625 shares issued and outstanding as of September 30, 2025 and December 31, 2024, respectively	18	18
Additional paid-in capital	4,097,980	4,001,666
Accumulated other comprehensive income	3,116	1,321
Accumulated deficit	(2,504,210)	(1,737,801)
Total stockholders′ equity	1,596,904	2,265,204
Total liabilities and stockholders′ equity	$ 2,251,920	$ 2,558,301

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

REVOLUTION MEDICINES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in thousands, except share and per share data)
(unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Operating expenses:				
Research and development	$ 262,506	$ 151,752	$ 692,389	$ 404,129
General and administrative	52,763	23,960	128,354	69,085
Total operating expenses	315,269	175,712	820,743	473,214
Loss from operations	(315,269)	(175,712)	(820,743)	(473,214)
Non-operating income (expense):				
Interest income	22,083	20,411	69,402	65,658
Interest expense	(11,428)	—	(12,295)	—
Change in fair value of warrant liabilities and contingent earn-out shares	(592)	(1,269)	(2,731)	4,543
Other income (expense), net	—	282	(42)	(2,511)
Total non-operating income, net	10,063	19,424	54,334	67,690
Loss before income taxes	(305,206)	(156,288)	(766,409)	(405,524)
Net loss	$ (305,206)	$ (156,288)	$ (766,409)	$ (405,524)
Net loss per share attributable to common stockholders, basic and diluted	$ (1.61)	$ (0.94)	$ (4.06)	$ (2.45)
Weighted-average common shares used to compute net loss per share, basic and diluted	189,231,562	166,843,984	188,657,560	165,576,333
Comprehensive loss:				
Net loss	$ (305,206)	$ (156,288)	$ (766,409)	$ (405,524)
Other comprehensive gain:				
Unrealized gain on investments, net	1,814	5,675	1,795	3,268
Comprehensive loss	$ (303,392)	$ (150,613)	$ (764,614)	$ (402,256)

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

REVOLUTION MEDICINES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except share data)
(unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income/ (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2024	185,896,625	$ 18	$ 4,001,666	$ 1,321	$ (1,737,801)	$ 2,265,204
Issuance of common stock pursuant to stock option exercises	90,043	—	891	—	—	891
Issuance of common stock related to vesting of restricted stock units	271,536	—	—	—	—	—
Exercise of warrants	2	—	1	—	—	1
Stock-based compensation expense	—	—	25,084	—	—	25,084
Net unrealized gain on marketable securities	—	—	—	386	—	386
Net loss	—	—	—	—	(213,416)	(213,416)
Balance at March 31, 2025	186,258,206	18	4,027,642	1,707	(1,951,217)	2,078,150
Issuance of common stock pursuant to stock option exercises	121,103	—	1,937	—	—	1,937
Issuance of common stock related to vesting of restricted stock units	361,975	—	—	—	—	—
Issuance of common stock related to employee stock purchase plan	159,984	—	4,644	—	—	4,644
Stock-based compensation expense	—	—	28,830	—	—	28,830
Net unrealized loss on marketable securities	—	—	—	(405)	—	(405)
Net loss	—	—	—	—	(247,787)	(247,787)
Balance at June 30, 2025	186,901,268	18	4,063,053	1,302	(2,199,004)	1,865,369
Issuance of common stock pursuant to stock option exercises	290,805	—	4,145	—	—	4,145
Issuance of common stock related to vesting of restricted stock units	344,956	—	—	—	—	—
Exercise of warrants	11	—	3	—	—	3
Issuance of common stock pursuant to exercise of prefunded warrants	2,173,911	—	—	—	—	—
Stock-based compensation expense	—	—	30,779	—	—	30,779
Net unrealized gain on marketable securities	—	—	—	1,814	—	1,814
Net loss	—	—	—	—	(305,206)	(305,206)
Balance at September 30, 2025	189,710,951	$ 18	$ 4,097,980	$ 3,116	$ (2,504,210)	$ 1,596,904

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

REVOLUTION MEDICINES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except share data)
(unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2023	164,674,594	$ 16	$ 2,963,342	$ 544	$ (1,137,708)	$ 1,826,194
Issuance of common stock pursuant to stock option exercises	73,342	—	810	—	—	810
Issuance of common stock related to vesting of restricted stock units	165,078	—	—	—	—	—
Stock-based compensation expense	—	—	16,208	—	—	16,208
Net unrealized loss on marketable securities	—	—	—	(1,742)	—	(1,742)
Net loss	—	—	—	—	(116,003)	(116,003)
Balance at March 31, 2024	164,913,014	16	2,980,360	(1,198)	(1,253,711)	1,725,467
Issuance of common stock pursuant to stock option exercises	238,793	—	4,340	—	—	4,340
Issuance of common stock related to vesting of restricted stock units	303,953	—	—	—	—	—
Issuance of common stock related to employee stock purchase plan	190,748	—	3,164	—	—	3,164
Stock-based compensation expense	—	—	19,775	—	—	19,775
Net unrealized loss on marketable securities	—	—	—	(665)	—	(665)
Net loss	—	—	—	—	(133,233)	(133,233)
Balance at June 30, 2024	165,646,508	16	3,007,639	(1,863)	(1,386,944)	1,618,848
Issuance of common stock pursuant to stock option exercises	218,318	—	3,001	—	—	3,001
Issuance of common stock related to vesting of restricted stock units	255,934	—	—	—	—	—
Issuance of common stock upon at-the-market offering	1,627,576	—	74,293	—	—	74,293
Stock-based compensation expense	—	—	20,775	—	—	20,775
Net unrealized gain on marketable securities	—	—	—	5,675	—	5,675
Net loss	—	—	—	—	(156,288)	(156,288)
Balance at September 30, 2024	167,748,336	$ 16	$ 3,105,708	$ 3,812	$ (1,543,232)	$ 1,566,304

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

REVOLUTION MEDICINES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Nine Months Ended September 30,	
	2025	**2024**
Cash flows from operating activities		
Net loss	$ (766,409)	$ (405,524)
Adjustments to reconcile net loss to net cash used in operating activities:		
Loss on disposal of fixed assets	32	318
Amortization of intangible assets	801	802
Stock-based compensation expense	84,693	56,758
Depreciation and amortization	5,513	4,824
Change in fair value of warrant liabilities and contingent earn-out shares	2,731	(4,543)
Non-cash interest expense on liability related to sale of future royalties	12,294	—
Net amortization of premium or discount on marketable securities	(23,277)	(35,739)
Amortization of operating lease right-of-use asset	5,542	2,811
Impairment of assets	—	2,761
Changes in operating assets and liabilities:		
Accounts receivable	—	1,254
Prepaid expenses and other current assets	(6,290)	(4,586)
Accounts payable	20,036	(35,828)
Accrued expenses and other current liabilities	57,663	3,687
Operating lease liability	(1,198)	(1,238)
Long-term deposits	(4,723)	(5,078)
Other noncurrent assets	(12,718)	(805)
Other noncurrent liabilities	1,807	980
Net cash used in operating activities	(623,503)	(419,146)
Cash flows from investing activities		
Purchases of marketable securities	(1,498,365)	(1,441,413)
Maturities of marketable securities	1,549,222	1,289,008
Sales of marketable securities	6,384	—
Purchases of property and equipment	(14,065)	(9,086)
Net cash provided by (used in) investing activities	43,176	(161,491)
Cash flows from financing activities		
Proceeds from issuance of common stock upon at-the-market offering, net of issuance costs	—	74,293
Proceeds from issuance of common stock under equity incentive plans	6,973	8,151
Proceeds from issuance of common stock related to employee stock purchase plan	4,644	3,164
Proceeds from the sale of future royalties	244,215	—
Exercise of warrants	4	—
Deferred offering costs	29	—
Net cash provided by financing activities	255,865	85,608
Net decrease in cash, cash equivalents and restricted cash	(324,462)	(495,029)
Cash, cash equivalents and restricted cash - beginning of period	546,762	699,179
Cash, cash equivalents and restricted cash - end of period	$ 222,300	$ 204,150
Reconciliation of cash, cash equivalents and restricted cash to consolidated balance sheets		
Cash and cash equivalents	217,442	201,262
Restricted cash	4,858	2,888
Cash, cash equivalents and restricted cash - end of period	$ 222,300	$ 204,150
Supplemental disclosure of non-cash investing and financing activities		
Purchases of property and equipment in accounts payable and accrued expenses and other current liabilities	$ 1,422	$ 616
Right-of-use assets obtained in exchange for operating lease liabilities	22,458	—

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

1. Organization

Revolution Medicines, Inc. (the Company) is a clinical-stage precision oncology company developing novel targeted therapies for RAS-addicted cancers. The Company was founded in October 2014 and is headquartered in Redwood City, California.

Liquidity

The Company has incurred net operating losses in each year since inception. As of September 30, 2025, the Company had an accumulated deficit of $2.5 billion. Management believes that its existing cash, cash equivalents and marketable securities will enable the Company to fund its planned operations for at least 12 months following the issuance date of these unaudited condensed consolidated financial statements.

2. Summary of significant accounting policies

Basis of presentation

The unaudited condensed consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the United States (GAAP) and applicable rules of the Securities and Exchange Commission (SEC) regarding interim financial reporting and, in the opinion of management, include all normal and recurring adjustments which are necessary to state fairly the Company's financial position and results of operations for the reported periods. The accompanying unaudited condensed consolidated financial statements and related financial information should be read in conjunction with the audited consolidated financial statements and the related notes thereto for the year ended December 31, 2024 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed with the SEC on February 26, 2025 (the 2024 Form 10-K). Certain information and note disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted in accordance with such rules and regulations. The unaudited condensed consolidated financial statements for the periods ended September 30, 2025 and September 30, 2024 include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. The functional and reporting currency of the Company and its subsidiaries is the U.S. dollar.

Use of estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, management evaluates its estimates, including the fair value of assets acquired and liabilities assumed and related purchase price allocation, revenue recognition, clinical accruals, valuation of in-process research and development and developed technologies, income taxes, useful lives of property and equipment and intangible assets, impairment of goodwill and intangibles, impairment of in-process research and development and developed technologies, the incremental borrowing rate for determining operating lease assets and liabilities, warrant liabilities, stock-based compensation, the liability related to the sale of future royalties including the estimation of future payments and the related non-cash interest expense. Estimates are based on historical experience, complex judgments, facts and circumstances available at the time and various other assumptions that are believed to be reasonable under the circumstances but are inherently uncertain and unpredictable. Actual results could materially differ from the Company's estimates, and there may be changes to the estimates in future periods.

Concentration of credit risk and other risks and uncertainties

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash, cash equivalents and marketable securities. The Company maintains bank deposits in federally insured financial institutions and these deposits may exceed federally insured limits. The Company is exposed to credit risk in the event of a default by the financial institutions holding its bank deposits and issuers of its investments. The Company's investment policy limits investments to money market funds, certain types of debt securities issued by the U.S. government and its agencies, certificates of deposit, corporate debt and commercial paper, and places restrictions on the credit ratings, maturities and concentration by type and issuer. The Company has not experienced any significant losses on its deposits of cash and cash equivalents or investments.

Liability related to the sale of future royalties

The Company accounts for the revenue participation right purchase and sale agreement with Royalty Pharma Investments 2019 ICAV (Royalty Pharma), pursuant to which Royalty Pharma purchased the right to receive tiered royalty payments with respect to worldwide net product sales of (i) the Company's RAS(ON) multi-selective inhibitor, daraxonrasib (together with certain potential future products having the same mechanism of action as daraxonrasib, collectively, RMC-6236 Products) and (ii) the Company's RAS(ON)

G12D-selective inhibitor, zoldonrasib (together with certain potential future products having the same mechanism of action as zoldonrasib, RMC-9805 Products), if an RMC-9805 Product is approved for the same indication or subset of the same indication for which an RMC-6236 Product is approved, as a debt financing under ASC Topic 470, Debt (ASC 470) to be amortized over the estimated life of the royalty term arrangement using the effective interest method. Non-cash interest expense is recognized in the consolidated statements of operations as a component of interest expense.

The liability related to the sale of future royalties and the related interest expense is based on the Company's current estimates of future royalties. These estimates involve significant judgment and are based on a number of factors, including expected commercial launch timelines, regulatory approval probabilities, and projected net product sales over the term of the purchase and sale agreement. These assumptions are subject to change and are reassessed each reporting period. As none of our compounds have been commercialized, these estimates are highly subjective.

For additional information regarding the Royalty Purchase Agreement (including information regarding the trigger events related to particular tranches and the applicable tiered revenue payments), see "Note 8. Liability related to the sale of future royalties".

Segment reporting

The Company determines its operating segments based on how the chief operating decision maker (CODM) views and analyzes the segment's operations and performance and allocates resources. The President and Chief Executive Officer is the CODM. The CODM utilizes net loss as the measure of segment profit or loss. The Company has one operating and reportable segment. The Company's CODM manages the Company's operations on a consolidated basis for the purposes of allocating resources and evaluating financial performance. The CODM assesses performance for and decides how to allocate resources based on the company's cash and investment balance, periodic changes in cash and investments, and net loss, all of which are reported on the company's consolidated balance sheets, statements of operations and/or statements of cash flows. The measure of segment assets is reported on the consolidated balance sheets as total consolidated assets. All of the Company's long-lived assets are located in the United States.

In addition to the significant expense categories included within consolidated net loss presented on the Company's condensed consolidated statements of operations, see below for disaggregated amounts that comprise research and development expenses:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in thousands)		(in thousands)	
Third-party research and development expenses[(a)]	$ 170,002	$ 95,583	$ 446,882	$ 246,508
Salaries and other employee-related expenses	46,883	27,390	125,247	78,304
Stock-based compensation expense	20,339	13,369	55,844	36,389
Amortization of intangible assets	267	267	801	801
Other research and development costs	25,015	15,143	63,615	42,127
Total research and development expense	$ 262,506	$ 151,752	$ 692,389	$ 404,129

[(a)] Third-party research and development expenses are comprised primarily of external costs incurred under agreements with third-party contract organizations, investigative clinical trial sites that conduct research and development activities on the Company's behalf and consultants; costs related to the production of preclinical, clinical and pre-launch materials, including fees paid to contract manufacturers; and laboratory and vendor expenses related to the execution of discovery programs, preclinical and clinical trials.

Recent accounting pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (FASB), under its ASC or other standard setting bodies, and adopted by the Company as of the specified effective date. No new pronouncements have been adopted by the Company for the three and nine months ended September 30, 2025.

Recently announced accounting pronouncements

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740), Improvements to Income Tax Disclosures (ASU 2023-09). ASU 2023-09 relates to rate reconciliation and income taxes paid disclosures. The guidance is effective for public business entities for fiscal years beginning after December 15, 2024. Early application is permitted. The Company will be adopting the standard for the year ended December 31, 2025. The Company is currently evaluating the standard and does not expect it to have a material impact on the Company's consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses (DISE). The new standard requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement as

well as disclosures about selling expenses. The guidance is effective for public business entities for fiscal years (clarified as annual reporting periods by ASU 2025-01, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures Subtopic 220-40 issued in January 2025) beginning after December 15, 2026, and interim periods beginning after December 15, 2027. Early adoption is permitted. The guidance is to be applied prospectively, with the option for retrospective application. The Company is currently evaluating the impact of the standard on the Company's consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40), Targeted Improvements to the Accounting for Internal-Use Software. The new guidance amends the existing standard that refers to various stages of a software development project to align better with current software development methods. The new guidance will be effective for all entities for annual periods beginning after December 15, 2027. The guidance can be applied on a fully prospective basis, a modified basis for in-process projects, or a full retrospective basis. The Company is currently evaluating the impact of the standard on the Company's consolidated financial statements.

3. Fair value measurements

The carrying amounts of certain of the Company's financial instruments, including cash equivalents, marketable securities, accounts payable and accrued expenses and other current liabilities approximate fair value due to their relatively short maturities and market interest rates, if applicable. For more information, refer to "Note 4. Available-for-sale-securities" regarding the fair value of the Company's available-for-sale securities.

Assets and liabilities recorded at fair value on a recurring basis in the consolidated balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value is defined as the exchange price that would be received for an asset or an exit price that would be paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The authoritative guidance on fair value measurements establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows:

Level 1—Observable inputs such as unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date;

Level 2—Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active; and

Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table presents information about the Company's financial assets that are measured at fair value and indicates the fair value hierarchy of the valuation:

	September 30, 2025			
	Total	Level 1	Level 2	Level 3
	(in thousands)			
Assets:				
Money market funds	$ 185,582	$ 185,582	$ —	$ —
Commercial paper	127,475	—	127,475	—
Certificates of deposit	2,585	—	2,585	—
U.S. government and agency securities	707,513	—	707,513	—
Corporate bonds	908,877	—	908,877	—
Total	$ 1,932,032	$ 185,582	$ 1,746,450	$ —
Liabilities:				
Warrant liabilities	5,918	3,312	2,606	—
Total	$ 5,918	$ 3,312	$ 2,606	$ —

	December 31, 2024			
	Total	Level 1	Level 2	Level 3
	(in thousands)			
Assets:				
Money market funds	$ 409,233	$ 409,233	$ —	$ —
Commercial paper	245,658	—	245,658	—
Certificates of deposit	9,048	—	9,048	—
U.S. government and agency securities	1,051,754	—	1,051,754	—
Corporate bonds	571,654	—	571,654	—
Total	$ 2,287,347	$ 409,233	$ 1,878,114	$ —
Liabilities:				
Warrant liabilities	3,189	1,784	1,405	—
Total	$ 3,189	$ 1,784	$ 1,405	$ —

Money market funds are measured at fair value on a recurring basis using quoted prices. U.S. government debt securities, government agency bonds, certificates of deposit, commercial paper and corporate bonds are measured at fair value, which is derived from independent pricing sources based on quoted prices in active markets for similar securities.

There were no transfers between Levels 1, 2 or 3 for any of the periods presented.

The fair value of the warrant liabilities was based on observable listed prices for such warrants. The fair value of the public warrants is categorized as Level 1. The fair value of the private warrants is categorized as Level 2 as they are equivalent to the public warrants as they have substantially the same terms; however, they are not actively traded.

4. Available-for-sale securities

The following tables summarize the amortized cost and estimated fair value of the Company's available-for-sale marketable securities and cash equivalents and the gross unrealized gains and losses:

	September 30, 2025			
	Amortized cost	Gross unrealized gain	Gross unrealized loss	Estimated fair value
	(in thousands)			
Marketable securities:				
Commercial paper	$ 105,046	$ 20	$ (12)	$ 105,054
Certificates of deposit	2,584	1	—	2,585
U.S. government and agency securities	697,616	1,229	(34)	698,811
Corporate bonds	905,707	1,946	(37)	907,616
Total marketable securities	1,710,953	3,196	(83)	1,714,066
Cash equivalents:				
Money market funds	185,582	—	—	185,582
Commercial paper	22,422	—	(1)	22,421
U.S. government and agency securities	8,698	4	—	8,702
Corporate bonds	1,261	—	—	1,261
Total cash equivalents	217,963	4	(1)	217,966
Total available-for-sale securities	$ 1,928,916	$ 3,200	$ (84)	$ 1,932,032

	December 31, 2024			
	Amortized cost	Gross unrealized gain	Gross unrealized loss	Estimated fair value
	(in thousands)			
Marketable securities:				
Commercial paper	$ 158,838	$ 72	$ (17)	$ 158,893
Certificates of deposit	9,039	10	(1)	9,048
U.S. government and agency securities	1,011,019	1,123	(382)	1,011,760
Corporate bonds	566,008	657	(131)	566,534
Total marketable securities	1,744,904	1,862	(531)	1,746,235
Cash equivalents:				
Money market funds	409,233	—	—	409,233
Commercial paper	86,778	—	(13)	86,765
U.S. government and agency securities	39,991	4	(1)	39,994
Corporate bonds	5,120	—	—	5,120
Total cash equivalents	541,122	4	(14)	541,112
Total available-for-sale securities	$ 2,286,026	$ 1,866	$ (545)	$ 2,287,347

The amortized cost and estimated fair value of the Company's available-for-sale securities by contractual maturity are summarized below as of September 30, 2025:

	September 30, 2025			
	Amortized cost	Gross unrealized gain	Gross unrealized loss	Estimated fair value
	(in thousands)			
Mature in one year or less	$ 1,428,711	$ 1,935	$ (61)	$ 1,430,585
Mature after one year through two years	500,205	1,265	(23)	501,447
Total available-for-sale securities	$ 1,928,916	$ 3,200	$ (84)	$ 1,932,032

5. Balance sheet components

Property and equipment, net

Property and equipment, net consisted of the following:

	September 30, 2025	December 31, 2024
	(in thousands)	
Laboratory equipment	$ 28,486	$ 25,192
Leasehold improvements	21,485	14,280
Computer equipment and software	7,346	5,046
Furniture and fixtures	1,955	1,200
Construction in progress	668	394
	59,940	46,112
Less: accumulated depreciation and amortization	(27,014)	(21,823)
Property and equipment, net	$ 32,926	$ 24,289

Depreciation expense for property and equipment amounted to $2.0 million and $1.6 million for the three months ended September 30, 2025 and 2024, respectively, and $5.3 million and $4.8 million for the nine months ended September 30, 2025 and 2024, respectively.

Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consisted of the following:

	September 30, 2025	December 31, 2024
	(in thousands)	
Accrued compensation	$ 31,783	$ 30,774
Accrued research and development	112,067	63,635
Accrued professional services	2,356	1,623
Other	8,241	583
Total accrued expenses and other current liabilities	$ 154,447	$ 96,615

6. Intangible assets and goodwill

Intangible assets, net

Intangible assets, net consisted of the following as of September 30, 2025:

	Gross value	Accumulated amortization	Net book value	Weighted-average remaining useful life
		(in thousands)		(in years)
In-process research and development — RAS Programs	$ 55,800	$ —	$ 55,800	n/a
Developed technology — tri-complex platform	7,480	(7,411)	69	0.1
Total	$ 63,280	$ (7,411)	$ 55,869	

Amortization expense for the three months ended September 30, 2025 and 2024 was $0.3 million and for the nine months ended September 30, 2025 and 2024 was $0.8 million.

As of September 30, 2025, future amortization expense was as follows:

	Amount
	(in thousands)
2025 (remaining one month)	$ 69
Total	$ 69

Intangible assets, net consisted of the following as of December 31, 2024:

	Gross value	Accumulated amortization	Net book value	Weighted-average remaining useful life
		(in thousands)		(in years)
In-process research and development — RAS Programs	$ 55,800	$ —	$ 55,800	n/a
Developed technology — tri-complex platform	7,480	(6,610)	870	0.9
Total	$ 63,280	$ (6,610)	$ 56,670	

Goodwill

The following summarizes the change in the carrying value of goodwill for the three and nine months ended September 30, 2025:

	Amount
	(in thousands)
Balance at December 31, 2024	$ 14,608
Adjustment	—
Balance at September 30, 2025	$ 14,608

No impairment had been recognized as of September 30, 2025. Goodwill recorded is not deductible for income tax purposes.

7. Commitments and contingencies

Leases

In January 2015, as amended in September 2016, the Company entered into an operating lease for approximately 42,000 square feet of office, laboratory and research and development space located at 700 Saginaw Drive, Redwood City, California (the 700 Building). In April 2020, the Company amended the lease to lease an additional 19,000 square feet of office, laboratory and research and development space located at 300 Saginaw Drive, Redwood City, California (the 300 Building). In November 2021, the Company amended the lease to lease an additional 41,000 square feet of office, laboratory and research and development space located at 800 Saginaw Drive, Redwood City, California (the 800 Building). In March 2023, the Company amended the lease to lease an additional approximately 40,000 square feet of office, laboratory and research and development space located at 900 Saginaw Drive, Redwood

City, California (the 900 Building), and to extend the lease term through December 31, 2035. The Company obtained possession of the 900 Building in October 2023. In July 2024, the Company amended the lease to lease an additional approximately 43,000 square feet of office, laboratory and research and development space located at 500 Saginaw Drive, Redwood City, California (the 500 Building). In November 2024, the Company amended the lease to lease an additional approximately 46,961 square feet of office, laboratory and research and development space located at 600 Saginaw Drive, Redwood City, California (the 600 Building). The Company has the option to extend the lease for the Buildings for an additional ten years after December 31, 2035. Additionally, in November 2024, the Company also entered into a sublease agreement pursuant to which approximately 23,481 square feet of office space located on the first floor of the 600 Building was subleased. The term of the sublease is through October 2027, with no options to extend. The sublease is accounted for as an operating lease. In July 2025, the Company amended the lease to lease an additional approximately 61,000 square feet of office, laboratory and research and development space located at 400 Saginaw Drive, Redwood City, California (the 400 Building). The Company has the option to extend the lease for an additional ten years after the first anniversary of the lease commencement date of the 400 Building. Additionally, in July 2025, the Company also entered into a sublease agreement pursuant to which approximately 35,000-44,000 square feet of office space located on the first floor of the 400 Building was subleased. The term of the sublease is through October 2026, with an option to extend through mutual agreement between the parties. The sublease is accounted for as an operating lease.

The Company maintains letters of credit for the benefit of the landlord which are classified as restricted cash in the unaudited condensed consolidated balance sheets. Restricted cash related to letters of credit due to the landlord was $4.6 million as of September 30, 2025 and $3.7 million as of December 31, 2024.

Through September 30, 2025, the landlord had provided the Company with $20.3 million in tenant improvement allowances, which were recognized as lease incentives. The lease incentives are being amortized as an offset to rent expense over the lease term in the unaudited condensed consolidated statements of operations and comprehensive loss.

Upon the execution of the lease amendment in March 2023, which was deemed to be a lease modification, the Company re-evaluated the assumptions used during the lease amendment in November 2021. The Company determined the amendment consists of two separate contracts under ASC 842. One contract is related to a new right-of-use asset for the 900 Building, which is being accounted for as an operating lease, and the other is related to the modification of the lease term, as amended in November 2021, for the 700 Building, 300 Building and 800 Building. As a result, the Company recorded a right-of-use asset and a lease liability of $25.0 million for the 900 Building and an aggregate increase of $0.3 million to the right-of-use assets and lease liabilities for the 700 Building, 300 Building and 800 Building upon execution of the lease amendment. The Company is recognizing rent expense for the buildings on a straight-line basis through the remaining extended term of the lease.

Upon the execution of the lease in July 2024, the Company determined that the contract is related to a new right-of-use asset for the 500 Building, which is being accounted for as an operating lease under ASC 842. Upon obtaining possession of the building in October 2024, the Company recorded a right-of-use asset of $18.2 million, a lease liability of $21.8 million and a lease receivable of $3.6 million for the 500 Building. The Company is recognizing rent expense for the building on a straight-line basis through the term of the lease.

Upon the execution of the lease in November 2024, the Company determined that the contract is related to a new right-of-use asset for the 600 Building, which is being accounted for as an operating lease under ASC 842. The Company recorded a right-of-use asset and a lease liability of $26.3 million for the 600 Building. The Company is recognizing rent expense for the building on a straight-line basis through the remaining extended term of the lease.

Upon the execution of the lease in July 2025, the Company determined that the contract is related to a new right-of-use asset for the 400 Building, which is being accounted for as an operating lease under ASC 842. The Company recorded a right-of-use asset of $22.4 million, a lease liability of $23.8 million and a lease receivable of $1.4 million for the 400 Building. The Company is recognizing rent expense for the building on a straight-line basis through the term of the lease.

The balance sheet classification of the Company's operating lease liabilities was as follows:

	September 30, 2025	December 31, 2024
	(in thousands)	
Operating lease liabilities:		
Operating lease liability – current	$ 16,326	$ 12,872
Operating lease liability – noncurrent	142,135	122,971
Total operating lease liabilities	$ 158,461	$ 135,843

The components of lease costs for the three and nine months ended September 30, 2025 and 2024 were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in thousands)		(in thousands)	
Operating lease cost	$ 5,548	$ 2,798	$ 14,633	$ 8,393
Less: Sublease income	(629)	—	(2,507)	—
Total operating lease cost, net[1]	$ 4,919	$ 2,798	$ 12,126	$ 8,393

(1) Net lease cost does not include short-term lease and variable lease costs, which were immaterial.

As of September 30, 2025, the maturities of the Company's operating lease liabilities were as follows (in thousands):

2025 (remaining three months)	$ 5,855
2026	19,615
2027	20,210
2028	21,861
2029	22,626
Thereafter	153,353
Total undiscounted lease payments	$ 243,520
Less: Imputed interest	(74,329)
Less: Lease receivable	(10,730)
Total operating lease liabilities	$ 158,461

Operating lease liabilities are based on the net present value of the remaining lease payments over the remaining lease term. In determining the present value of lease payments, the Company uses its incremental borrowing rate. The weighted-average discount rate used to determine the operating lease liability was 7.97%. As of September 30, 2025 and December 31, 2024, the weighted-average remaining lease term was 10.3 years and 11.0 years, respectively.

Legal matters

From time to time, the Company may be involved in litigation related to claims that arise in the ordinary course of its business activities. Defending such proceedings is costly and can impose a significant burden on management and employees. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources, and other factors. The Company accrues for these matters when it is probable that losses will be incurred and these losses can be reasonably estimated.

On December 9, 2024, Nemeth v. Casdin, et al., Case No. 2024-1268-KSJM (Del. Ch.), was filed in the Court of Chancery of the State of Delaware (the Complaint) arising from CM Life Sciences III., Inc.'s (CMLS III) December 17, 2021 merger with EQRx, Inc. (Legacy EQRx) (the Merger). The Complaint was filed by former stockholders of CMLS III and brings claims for breach of fiduciary duty and unjust enrichment against members of CMLS III's board of directors, CMLS III's officers, and CMLS III's sponsor in connection with the Merger. The Complaint also brings claims for aiding and abetting breaches of fiduciary duties against certain investment firms involved with the merger process, the Company, solely as successor-in-interest to EQRx, and Legacy EQRx's former Executive Chairman and CEO, Alexis Borisy, who is also on the Company's board of directors. Defendants moved to dismiss the Complaint in February 2025. The parties reached an agreement in principle to resolve the matter, which remains subject to the execution of final documentation and court approval, and the Company has recorded an estimated accrual of $5.0 million in accrued and other current liabilities as of September 30, 2025, based on its expected contribution under the agreement and anticipated insurance recoveries.

Indemnification

The Company enters into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, the Company indemnifies, holds harmless and agrees to reimburse the indemnified parties for losses suffered or incurred by the indemnified party, in connection with any trade secret, copyright, patent or other intellectual property infringement claim by any third party with respect to its technology. The term of these indemnification agreements is generally perpetual any time after the execution of the agreement. The maximum potential amount of future payments the Company could be required to make under these arrangements is not determinable. The Company has not incurred costs to defend lawsuits or settle claims related to these indemnification agreements. As a result, the Company believes the fair value of these agreements is minimal.

Other

The Company enters into agreements in the ordinary course of business with contract research organizations for clinical trials, contract manufacturing organizations to provide clinical trial materials and with vendors for preclinical studies and other services and products for operating purposes, which are generally cancelable at any time by the Company upon 30 to 90 days' prior written notice.

8. Liability related to the sale of future royalties

In June 2025, the Company entered into a revenue participation right purchase and sale agreement with Royalty Pharma Investments 2019 ICAV (the Royalty Purchase Agreement). Pursuant to the Royalty Purchase Agreement, Royalty Pharma purchased from the Company the right to receive tiered revenue payments with respect to worldwide net product sales of (i) RMC-6236 Products and (ii) RMC-9805 Products, if an RMC-9805 Product is approved for the same indication or subset of the same indication for which an RMC-6236 Product is approved (the Royalty Payments). In exchange for an upfront payment of $250.0 million, Royalty Pharma is entitled to receive Royalty Payments equal to 2.55% of annual worldwide net sales up to $2.0 billion, 1.50% of annual net sales between $2.0 billion and $4.0 billion, 0.60% of annual net sales between $4.0 billion and $8.0 billion, and no Royalty Payments on sales in excess of $8.0 billion.

The Royalty Purchase Agreement provides for up to an additional $1.0 billion of potential purchases of additional Royalty Payments if the following criteria are met: (i) an additional Royalty Payment from the Company in exchange for a payment from Royalty Pharma of $250.0 million, if, prior to January 1, 2028, there is a positive data readout from RASolute 302, the Company's ongoing Phase 3 registrational trial in the second-line treatment of patients with metastatic pancreatic ductal adenocarcinoma (PDAC) showing that RMC-6236 meets an agreed-upon endpoint in a statistically significant manner and the earlier of (A) the Company's determination to proceed with the preparation and submission of a New Drug Application to the U.S. Food and Drug Administration (FDA) on the basis of such readout or (B) the submission of a New Drug Application on the basis of such readout (Tranche 2) and (ii) in each case of the following, at the Company's election, Royalty Pharma will purchase the rights to additional Royalty Payments in exchange for (x) a payment of up to $250.0 million, if, prior to July 1, 2028, RMC-6236 receives FDA approval for the second-line treatment of patients with metastatic PDAC (Tranche 3), (y) a payment of up to $250.0 million, if the Company meets a specified net sales milestone prior to January 1, 2029 (Tranche 4), and (z) payments of (1) up to $100.0 million, if prior to January 1, 2030, there is a positive data readout from a potential Phase 3 clinical trial for the first-line treatment of metastatic PDAC involving either an RMC-6236 Product or an RMC-9805 Product, in each case, showing that the applicable Company compound meets an agreed-upon endpoint in a statistically significant manner and the FDA accepts a New Drug Application (or a supplemental application or an amendment to an existing application) on the basis of such readout, and (2) a payment of up to the difference of (I) $250.0 million and (II) the purchase price of any Royalty Payments purchased pursuant to clause (z)(1) above, if prior to January 1, 2030, there is a positive data readout from a potential Phase 3 clinical trial for the first-line treatment of metastatic PDAC involving either an RMC-6236 Product or an RMC-9805 Product, in each case, showing that the applicable Company compound meets an agreed-upon endpoint in a statistically significant manner and the earlier of (A) the Company's determination to proceed with the preparation and submission of an application for marketing approval to the FDA, the European Medicines Agency (EMA) or the United Kingdom Medicines and Healthcare products Regulatory Agency (MHRA) on the basis of such readout or (B) the submission of an application for marketing approval to the FDA, EMA or MHRA on the basis of such readout (Tranche 5).

If Tranches 2 through 5 are all purchased in their entirety, Royalty Pharma would be entitled to receive total Royalty Payments equal to 7.80% of annual worldwide net sales up to $2.0 billion, 4.55% of annual net sales between $2.0 billion and $4.0 billion, 2.40% of annual net sales between $4.0 billion and $8.0 billion, and no Royalty Payments on sales in excess of $8.0 billion. If the Company elects not to draw the full amount of any of the optional tranches, the associated royalty rates would be lower for each of the net sales tiers.

Additionally, the Royalty Purchase Agreement provides for an upward adjustment to the Royalty Payment rates in the years from 2030 to 2041 in the event that annual net sales in the immediate prior year are below an agreed-upon threshold. The upward adjustment to the Royalty Payment rates applies only to the $0 to $2 billion annual net sales tier, and the adjusted total Royalty Payment rate for this tier remains in the single digits. Any upward adjustment will revert back to the original Royalty Payment rates in the event that Annual Net Sales are above a different agreed-upon threshold.

The Company's obligations under the Royalty Purchase Agreement will terminate upon the fifteenth anniversary of the first commercial sale of an RMC-6236 Product in the United States (or in the European Union for ex-U.S. sales).

The Royalty Purchase Agreement contains customary representations, warranties and indemnities of the Company and Royalty Pharma, and customary covenants on the part of the Company.

The Company has accounted for the Royalty Purchase Agreement as a debt financing, primarily because it has significant continuing involvement in generating the future revenue on which the Royalty Payments are based. The financing liability associated with the Royalty Payments and the related interest expense are measured based on our current estimate of the timing and amount of expected

future Royalty Payments expected to be paid over the estimated term of the Royalty Purchase Agreement. The liability is amortized using the effective interest rate method, resulting in recognition of interest expense over the estimated term of the Royalty Purchase Agreement.

The upfront $250.0 million received was recorded as a liability and measured at amortized cost. Debt issuance costs of $5.8 million were recorded as a direct deduction from the carrying amount of the liability and are amortized to interest expense using the effective interest method over the estimated term of the arrangement. The effective interest rate for the initial tranche was determined based on the Company's projections of future Royalty Payments. The Company evaluates the estimated timing and amount of future Royalty Payments each reporting period and will revise the effective interest rate prospectively if those estimates change materially.

The carrying value of the liability related to the sale of future royalties approximates fair value as of September 30, 2025 and is classified as either current or noncurrent based on the estimated timing of future Royalty Payments. The Company's projections of future Royalty Payments are subject to significant estimation uncertainty and are based on various assumptions, including expected commercial launch timelines, regulatory approval probabilities, and projected net product sales over the term of the agreement. These inputs are considered to be Level 3 inputs in the fair value hierarchy, as they involve significant unobservable inputs and judgment. Changes in these assumptions could have a material impact on the effective interest rate.

The following table shows the activity of the liability related to the sale of future royalties as of September 30, 2025:

	Amount (in thousands)
Liability related to the sale of future royalties - beginning balance	$ —
Proceeds from the sale of future royalties	250,000
Issuance costs	(5,785)
Non-cash interest expense associated with the sale of future royalties	12,008
Amortization of issuance costs	286
Liability related to the sale of future royalties - ending balance	**$ 256,509**

9. Term loan facility

In June 2025, the Company entered into a senior secured term loan agreement with Royalty Pharma Development Funding, LLC, as a lender and Wilmington Trust, National Association, as administrative agent (the Loan Agreement). The Loan Agreement provides for up to $750.0 million in term loans, consisting of three tranches of $250.0 million each. The first tranche is required to be drawn in full by the Company within 45 days following receipt of FDA marketing approval for daraxonrasib for any indication related to metastatic PDAC, if such approval occurs on or before January 1, 2028, unless the Company has previously elected to terminate the Loan Agreement. The second and third tranches are optional and may be drawn in whole or in part upon achievement of specified commercial milestones prior to January 1, 2028.

The maturity date of the facility is the earlier of (i) six years after the funding of the first tranche of term loans and (ii) December 31, 2032. The term loans bear interest at a floating rate equal to the three-month term SOFR (subject to a SOFR floor of 3.5%) plus 5.75%, payable on a quarterly basis. The Company is required to pay an upfront fee equal to 2.0% of the applicable tranche of loans drawn on each funding date. There are no scheduled principal amortization payments prior to maturity.

The Loan Agreement permits voluntary prepayment in full at any time, and also requires mandatory prepayment in connection with a change of control. Prepayments made prior to the second anniversary of the applicable funding date for the applicable tranche of loans are subject to a make-whole premium equal to the foregone interest through the second anniversary, as well as a prepayment premium of 3.00%. Prepayments made on or after the second anniversary but before the third anniversary are subject to a 3.00% prepayment premium, and prepayments made on or after the third anniversary are subject to a 1.00% prepayment premium. No make-whole or prepayment premium is due if repayment occurs at maturity.

The Loan Agreement contains customary affirmative and negative covenants on the part of the Company but does not include any financial covenants.

The Loan Agreement provides an enumerated list of customary events of default whereby certain actions could be exercised against the Company (including, without limitation, (i) the acceleration of all amounts due under the Term Loan Facility; (ii) the application of default rate interest; (iii) the exercise of powers of attorney, voting proxies and other similar rights; (iv) the foreclosure and sale of property and assets and (v) other actions permitted to be taken by a secured creditor).

The term loans are secured by a lien on substantially all of the Company's assets.

As of September 30, 2025, no amounts had been drawn under the Loan Agreement, and no liability was recorded.

10. Common stock

As of September 30, 2025 and December 31, 2024, the Company's certificate of incorporation authorized the Company to issue 300,000,000 shares of common stock, at a par value of $0.0001 per share. Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors. As of September 30, 2025, no dividends had been declared to date.

As of September 30, 2025, all of the pre-funded warrants have been converted into equity. The Company has reserved shares of common stock for future issuance as follows:

	September 30, 2025	December 31, 2024
Outstanding options to purchase common stock	17,645,851	13,985,538
Unvested restricted stock units of common stock	3,842,541	2,850,112
Available for future issuance under the 2020 Incentive Award Plan	2,812,431	8,945,644
Available for issuance under the 2020 Employee Stock Purchase Plan	5,794,632	3,775,682
Pre-funded warrants issued and outstanding	—	2,173,917
Total	30,095,455	31,730,893

11. Stock-based compensation

2020 Incentive Award Plan

In February 2020, the Company adopted the 2020 Equity Incentive Plan (the 2020 Plan). The 2020 Plan became effective on February 11, 2020. The 2020 Plan provides for a variety of stock-based compensation awards, including stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance bonus awards, performance stock unit awards, dividend equivalents, or other stock or cash based awards. Under the 2020 Plan, the Company generally grants stock-based awards with service-based vesting conditions only. Options and restricted stock unit awards granted typically vest over a four-year period, but may be granted with different vesting terms.

Following the effectiveness of the 2020 Plan, the Company ceased making grants under the 2014 Equity Incentive Plan (the 2014 Plan). However, the 2014 Plan continues to govern the terms and conditions of the outstanding awards granted under it. Shares of common stock subject to awards granted under the 2014 Plan that are forfeited or lapse unexercised and which following the effective date of the 2020 Plan were not issued under the 2014 Plan are available for issuance under the 2020 Plan.

2020 Employee Stock Purchase Plan

In February 2020, the Company adopted the 2020 Employee Stock Purchase Plan (the ESPP). Under the ESPP, employees have the ability to purchase shares of the Company's common stock through payroll deductions at a discount during a series of offering periods of 24 months, each comprised of four six-month purchase periods. The purchase price will be the lower of 85% of the closing trading price per share of the Company's common stock on the first day of an offering period in which an employee is enrolled or 85% of the closing trading price per share on the purchase date, which will occur on the last trading day of each purchase period.

For the three and nine months ended September 30, 2025, there were 159,984 shares of common stock purchased under the ESPP. As of September 30, 2025, a total of 5,794,632 shares of common stock were available for future issuance under the ESPP. As of September 30, 2025, there was $2.2 million of unrecognized compensation cost related to the ESPP.

Stock options

The following summarizes option activity under both the 2020 Plan and the 2014 Plan:

	Number of Shares underlying options	Weighted-average exercise price	Weighted-average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Balance, December 31, 2024	13,985,538	$ 24.25	7.36	$ 276,335
Options granted	4,341,656	39.74		
Options exercised	(501,951)	13.89		
Options cancelled and forfeited	(179,392)	36.23		
Balance, September 30, 2025	17,645,851	$ 28.23	7.32	$ 328,121
Options vested and exercisable as of September 30, 2025	9,512,669	$ 22.17	6.04	$ 233,427

As of September 30, 2025, there was $177.7 million of unrecognized stock-based compensation expense related to unvested stock options that is expected to be recognized over a weighted-average period of 2.76 years.

Restricted stock units

Activity under the 2020 Plan with respect to the Company's restricted stock units (RSUs) during the nine months ended September 30, 2025 was as follows:

	Number of Shares	Weighted-average grant date fair value per share	Weighted-average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Balance, December 31, 2024	2,850,112	$ 30.87	1.49	$ 124,664
RSUs granted	2,084,659	39.73		
RSUs vested	(978,467)	29.99		
RSUs forfeited	(113,763)	34.33		
Balance, September 30, 2025	3,842,541	$ 35.80	1.53	$ 179,447
Expected to vest as of September 30, 2025	3,842,541	$ 35.80	1.53	$ 179,447

The number of RSUs vested includes shares of common stock that the Company withheld to satisfy the minimum statutory tax withholding requirements. As of September 30, 2025, there was $129.2 million of total unrecognized compensation cost related to RSUs that is expected to be recognized over a weighted average period of 2.89 years.

Stock-based compensation expense

Total stock-based compensation expense related to stock options, RSUs and the ESPP by function was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in thousands)		(in thousands)	
Research and development	$ 20,339	$ 13,369	$ 55,844	$ 36,389
General and administrative	10,440	7,406	28,849	20,369
Total	$ 30,779	$ 20,775	$ 84,693	$ 56,758

12. Net loss per share attributable to common stockholders

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in thousands, except share and per share data)		(in thousands, except share and per share data)	
Numerator:				
Net loss attributable to common stockholders	$ (305,206)	$ (156,288)	$ (766,409)	$ (405,524)
Denominator:				
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	189,231,562	166,843,984	188,657,560	165,576,333
Net loss per share attributable to common stockholders, basic and diluted	$ (1.61)	$ (0.94)	$ (4.06)	$ (2.45)

The following outstanding potentially dilutive shares have been excluded from the calculation of diluted net loss per share for the periods presented due to their anti-dilutive effect:

	As of September 30,	
	2025	2024
Options to purchase common stock	17,645,851	14,082,077
Unvested restricted stock units of common stock	3,842,541	2,967,439
Expected shares to be purchased under ESPP	547,185	349,428
Warrants outstanding	2,194,329	2,194,342
Earn-out shares	—	973,976
Total	24,229,906	20,567,262

13. Subsequent events

2024 ATM Program

In August 2024, the Company entered into a sales agreement with TD Securities (USA) LLC (f/k/a Cowen and Company LLC) (TD Cowen), to sell shares of our common stock, from time to time, through an at-the-market equity offering program (the 2024 ATM). In October 2025, the Company sold an aggregate of 3,521,018 shares of common stock under the 2024 ATM resulting in gross proceeds of $185.7 million. After deducting commissions and expenses of $2.8 million, net proceeds to the Company were $182.9 million.

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the unaudited condensed consolidated financial statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q. In addition to historical financial information, this discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this Quarterly Report on Form 10-Q, our actual results could differ materially from the results described or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a clinical-stage precision oncology company developing novel targeted therapies for RAS-addicted cancers. We possess sophisticated structure-based drug discovery capabilities built upon deep chemical biology and cancer pharmacology know-how and innovative, proprietary technologies that enable the creation of small molecules tailored to unconventional binding sites. Guided by our understanding of genetic drivers and adaptive resistance mechanisms in cancer, we deploy precision medicine approaches to inform innovative monotherapy and combination regimens.

Our research and development pipeline comprises RAS(ON) inhibitors that bind directly to RAS variants, which we refer to as RAS(ON) Inhibitors, and RAS companion inhibitors that target key nodes in the RAS pathway or associated pathways. Our RAS(ON) Inhibitors are designed to be used as monotherapy, in combination with other RAS(ON) Inhibitors and/or RAS companion inhibitors or other therapeutic agents.

RAS(ON) Inhibitors

Our RAS(ON) Inhibitors are based on our proprietary tri-complex technology platform, which enables a highly differentiated approach to inhibiting the active, GTP-bound form of RAS, which we refer to as RAS(ON). We are developing a portfolio of compounds that we believe were the first RAS(ON) Inhibitors to use this mechanism of action. We believe that direct inhibitors of RAS(ON) suppress cell growth and survival and are less susceptible to adaptive resistance mechanisms recognized for RAS inhibitors that target the inactive, GDP-bound form of RAS, which we refer to as RAS(OFF) inhibitors.

We are evaluating our RAS(ON) Inhibitors alone and in combination with other drugs and investigational drug candidates, particularly in pathway agents. We believe tailored RAS(ON) Inhibitors will be useful to serve the diverse landscape of RAS-addicted cancers optimally. We believe that in some cases, patients may experience maximal clinical benefit from the broad activity of our RAS(ON) multi-selective inhibitor, daraxonrasib (RMC-6236), if approved. In others, we believe treatment with a RAS(ON) mutant-selective inhibitor may be optimal. We further believe that in some cases, it could be beneficial to combine daraxonrasib with a RAS(ON) mutant-selective inhibitor, with daraxonrasib functioning as the backbone of these RAS(ON) Inhibitor doublets. In addition, we believe that in some cases, combination of our RAS(ON) Inhibitors with standard of care therapies, including immunotherapies, may be optimal.

We are advancing a deep pipeline of RAS(ON) Inhibitors, including daraxonrasib, elironrasib (RMC-6291), our G12C-selective inhibitor, and zoldonrasib (RMC-9805), our G12D-selective inhibitor. Together, we consider these three clinical-stage candidates as the first wave of RAS(ON) Inhibitors that we are advancing through clinical development. We also currently plan to advance RMC-5127 (G12V) into clinical development. In addition, we have other preclinical-stage RAS(ON) Inhibitor clinical development opportunities, including the RAS(ON) mutant-selective inhibitors RMC-0708 (Q61H) and RMC-8839 (G13C).

Daraxonrasib

Daraxonrasib (RMC-6236), our RAS(ON) multi-selective inhibitor, is designed as an oral, RAS-selective tri-complex inhibitor of multiple RAS(ON) variants containing cancer driver mutations at all three of the major RAS mutation hotspot positions, G12, G13, and Q61. Daraxonrasib inhibits all three major RAS isoforms, suppressing the mutant cancer driver and cooperating wild-type RAS proteins. In October 2025, the U.S. Food and Drug Administration (FDA) granted us a non-transferrable voucher for daraxonrasib under the Commissioner's National Priority Voucher (CNPV) pilot program. Also in October 2025, daraxonrasib was granted Orphan Drug Designation by the FDA for the treatment of pancreatic cancer. In June 2025, daraxonrasib received Breakthrough Therapy Designation from the FDA for previously treated metastatic pancreatic ductal adenocarcinoma (PDAC) in patients with KRAS G12 mutations.

A global, randomized Phase 3 registrational trial of daraxonrasib in the second-line (2L) treatment of patients with metastatic PDAC, which we call the RASolute 302 study, is ongoing. In the RASolute 302 study, we are randomizing patients in a 1:1 ratio to receive either daraxonrasib at a dose of 300 mg daily or the investigator's choice of chemotherapy. We are winding down enrollment globally for RASolute 302 as we near completion of enrollment at all U.S. and international sites and currently expect a clinical readout in 2026.

A global, randomized Phase 3 registrational trial comparing daraxonrasib versus docetaxel in patients with locally advanced or metastatic RAS-mutated non-small cell lung cancer (NSCLC) who have been treated with immunotherapy and platinum-containing chemotherapy, which we call the RASolve 301 study, is ongoing. In the RASolve 301 study, we are randomizing patients in a 1:1 ratio to receive either daraxonrasib at a dose of 200 mg daily or docetaxel at a dose of 75 mg/m2 every three weeks.

A global, randomized Phase 3 registrational trial evaluating daraxonrasib as an adjuvant therapy for patients with resectable PDAC, which we call the RASolute 304 study, has been initiated. In the RASolute 304 study, patients with resectable PDAC who have received surgery and perioperative chemotherapy per standard of care are randomized in a 1:1 ratio either to observation or to receive daraxonrasib at a dose of 300 mg daily.

We currently expect to initiate a global, randomized Phase 3 registrational trial comparing daraxonrasib with and without chemotherapy versus chemotherapy in patients with first-line (1L) metastatic PDAC, which we call the RASolute 303 study in the second half of 2025.

We currently expect to initiate a global, randomized Phase 3 study of daraxonrasib in combination with pembrolizumab and chemotherapy in patients with 1L RAS mutant NSCLC in 2026.

On September 10, 2025, we reported updated clinical safety, tolerability, and activity data for daraxonrasib from our first-in-human monotherapy study of daraxonrasib, which we refer to as the RMC-6236-001 study, in patients with previously treated RAS-mutant PDAC as of a data cutoff date of June 30, 2025. We believe these data support continued development of daraxonrasib in patients with RAS-mutant PDAC.

Also on December 2, 2024, we reported clinical safety and tolerability data as of a data cutoff date of September 30, 2024 for daraxonrasib from the RMC-6236-001 study in patients with NSCLC with tumors harboring RAS mutations. We also reported clinical activity data as of a data cutoff date of September 30, 2024 for daraxonrasib from the RMC-6236-001 study in patients with NSCLC with tumors harboring RAS G12X mutations who had received one or two prior lines of therapy which must have included prior immunotherapy and platinum chemotherapy administered either concurrently or sequentially, but not docetaxel, a study population matching the planned RASolve 301 enrollees. We believe these data showed that daraxonrasib was generally well tolerated and demonstrated encouraging antitumor activity that supported our initiation of the RASolve 301 study.

On September 10, 2025, we reported initial clinical safety, tolerability, and activity data for daraxonrasib from the RMC-6236-001 study for patients with treatment-naïve metastatic RAS-mutant PDAC, as of a data cutoff date of July 28, 2025. Also on September 10, 2025, we reported initial clinical safety, tolerability, and activity data for the combination of daraxonrasib at a dose of 200 mg daily with gemcitabine at a dose of 1000 mg/m^2 and of nab-paclitaxel at a dose of 125 mg/m^2 (GnP), with GnP administered every two weeks, from our Phase 1 RMC-GI-102 study (the RMC-GI-102 Study), for patients with metastatic RAS-mutant PDAC that were treated in the 1L setting, as of a data cutoff date of July 28, 2025. We believe these preliminary data observations from the RMC-6236 Study and RMC-GI-102 Study support the Company's plans to initiate the RASolute 303 study. We expect to share updated data for daraxonrasib with and without GnP in patients with metastatic RAS-mutant PDAC that were treated in the 1L setting, including preliminary durability, in the first half of 2026.

Based on our clinical and preclinical observations, we believe there is an opportunity to evaluate daraxonrasib combinations in earlier lines of therapy in multiple tumor types, and we are currently evaluating several exploratory combination regimens that include daraxonrasib in order to assess the potential for development in these settings. These combinations include daraxonrasib with pembrolizumab, daraxonrasib with elironrasib, daraxonrasib with zoldonrasib, daraxonrasib with standard of care chemotherapy agents, and daraxonrasib with vopimetostat (TNG462), a PRMT5 inhibitor. We are also planning a combination study of daraxonrasib with ivonescimab, a PD-1/VEGF bispecific antibody.

On December 2, 2024, we disclosed initial clinical safety and tolerability data as of a data cutoff date of October 28, 2024 from our clinical study of the combination of daraxonrasib with pembrolizumab in patients with previously treated NSCLC, which we believe showed the combination was generally well tolerated with limited hepatotoxicity. On May 7, 2025, we disclosed clinical safety, tolerability and antitumor activity data as of a data cutoff date of February 10, 2025 from this study for patients with 1L NSCLC, which we believe showed that the combination of daraxonrasib with pembrolizumab, with or without chemotherapy, demonstrated acceptable tolerability and encouraging preliminary antitumor activity for this doublet in these patients.

On December 2, 2024, we disclosed initial clinical safety, tolerability and activity data as of a data cutoff date of October 28, 2024 from our clinical study of the combination of daraxonrasib with elironrasib, which we believe showed the combination was generally well tolerated and provided initial proof-of-mechanism for a RAS(ON) inhibitor doublet in patients with colorectal cancer (CRC) who were previously treated with KRAS(OFF) G12C inhibitors. On May 7, 2025, we disclosed clinical safety, tolerability and activity data as of a data cutoff date of February 10, 2025 from this study in patients with 2L or later NSCLC who were previously treated with KRAS(OFF) G12C inhibitors, which we believe showed acceptable tolerability and encouraging preliminary antitumor activity in these patients.

We believe these preliminary data observations collectively support continued development of RAS(ON) inhibitor doublets in a broad range of tumor types and earlier lines of therapy, including patients with 1L KRAS G12C NSCLC.

Elironrasib

Elironrasib (RMC-6291) is designed as a RAS(ON) oral tri-complex G12C-selective inhibitor. It is designed to exhibit subnanomolar potency for suppressing RAS pathway signaling and growth of RAS G12C-bearing cancer cells and is engineered to be highly selective for RAS G12C over wild-type RAS and other cellular targets. Elironrasib is designed to be differentiated from first-generation KRAS(OFF) G12C inhibitors, which sequester the KRAS(OFF) G12C form, by its mechanism of directly inhibiting the RAS(ON) G12C form. In July 2025, elironrasib received Breakthrough Therapy Designation from the FDA for the treatment of adult patients with KRAS G12C-mutated locally advanced or metastatic NSCLC who have received prior chemotherapy and immunotherapy but have not been previously treated with a KRAS G12C inhibitor.

On October 22, 2025, we reported clinical safety, tolerability and antitumor activity data for elironrasib in patients with KRAS G12C mutant NSCLC, who had received prior therapy with a KRAS(OFF) G12C inhibitor as of a data cutoff date of August 4, 2025.

On May 7, 2025, we reported clinical safety, tolerability and antitumor activity data from our first-in-human monotherapy study of elironrasib in patients with solid tumors harboring RAS G12C mutations, which we refer to as the RMC-6291-001 study, as of a data cutoff date of April 7, 2025, for patients with previously treated NSCLC. We believe these data showed acceptable tolerability and encouraging preliminary antitumor activity in these patients.

We are evaluating several exploratory combination regimens that include elironrasib in order to assess the potential for development in earlier lines of therapy. These combinations include elironrasib with pembrolizumab and, as referenced in the "*Daraxonrasib*" section above, elironrasib with daraxonrasib. We are also planning a combination study of elironrasib with both daraxonrasib and pembrolizumab and a combination study of elironrasib with ivonescimab.

On December 2, 2024 and May 7, 2025, we disclosed clinical safety, tolerability and activity data for the combination of daraxonrasib with elironrasib, as referenced in the "*Daraxonrasib*" section above.

On December 2, 2024, we disclosed clinical safety and tolerability data in patients with previously treated NSCLC as of a data cutoff date of October 28, 2024 for the combination of elironrasib with pembrolizumab, which we believe showed the combination was generally well tolerated with limited hepatotoxicity. On May 7, 2025, we disclosed clinical safety, tolerability and antitumor activity data as of a data cutoff date of February 10, 2025 from this study for patients with 1L NSCLC, which we believe showed that the combination demonstrated acceptable tolerability and encouraging preliminary antitumor activity in these patients.

Zoldonrasib

Zoldonrasib (RMC-9805) is designed as a RAS(ON) oral tri-complex G12D-selective inhibitor. It is designed to exhibit low nanomolar potency for suppressing RAS pathway signaling and growth of RAS G12D-bearing cancer cells and is engineered to covalently inactivate RAS G12D irreversibly.

On October 25, 2024, we reported preliminary clinical safety, tolerability and activity data as of a data cutoff date of September 2, 2024 from our first-in-human monotherapy study of zoldonrasib in patients with previously treated solid tumors harboring KRAS G12D mutations, which we refer to as the RMC-9805-001 study. We believe these data showed acceptable tolerability and encouraging initial antitumor activity in patients with 2L or later PDAC. On May 7, 2025, we reported updated clinical safety and tolerability data from the RMC-9805-001 study at the candidate recommended Phase 2 dose of 1200 mg once daily (QD) as of a data cutoff date of December 2, 2024, which we believe showed acceptable tolerability. Also on May 7, 2025, we reported antitumor activity from the RMC-9805-001 study for patients with previously treated NSCLC at the 1200 mg QD dose as of a data cutoff date of December 2, 2024, which we believe showed encouraging initial antitumor activity in these patients.

We believe that these data collectively support our ongoing development of zoldonrasib as a single agent and in combination with other therapies. These combinations include zoldonrasib with standard of care chemotherapy agents, zoldonrasib with vopimetostat (TNG462) and, as referenced in the "Daraxonrasib (RMC-6236)" section above, zoldonrasib with daraxonrasib. An exploratory combination study of zoldonrasib with daraxonrasib is ongoing and we expect to initiate a registration trial for zoldonrasib combination in patients with first line metastatic PDAC in the first half of 2026. We also currently expect to initiate one or more additional pivotal combination studies in 2026 that incorporate either zoldonrasib or elironrasib. We are also planning a combination study of zoldonrasib with ivonescimab.

RMC-5127

RMC-5127 is designed as a RAS(ON) oral G12V-selective inhibitor. It is designed to exhibit picomolar potency for suppressing RAS pathway signaling and growth of RAS G12V-bearing cancer cells and is engineered for selective inhibition of RAS G12V over other RAS isoforms via non-covalent binding interactions. In April 2025, RMC-5127 was highlighted in a New Drugs on the Horizon

presentation at the American Association for Cancer Research (AACR) Annual Meeting. We currently expect to initiate a first-in-human dose escalation clinical trial of RMC-5127 in the first quarter of 2026.

RMC-0708

RMC-0708 is designed as a RAS(ON) oral Q61H-selective inhibitor. It is designed to exhibit picomolar potency for suppressing RAS pathway signaling and growth of RAS Q61H-bearing cancer cells and is engineered for selective inhibition of RAS Q61H over other RAS isoforms via non-covalent binding interactions. Clinical development of RMC-0708 is subject to our continuing assessment of our portfolio priorities.

RMC-8839

RMC-8839 is designed as a RAS(ON) oral G13C-selective inhibitor. It is designed to exhibit picomolar potency for suppressing RAS pathway signaling and growth of KRAS G13C-bearing cancer cells and is engineered to covalently inactivate KRAS G13C for irreversible inhibition. Clinical development of RMC-8839 is subject to our continuing assessment of our portfolio priorities.

Other Development Opportunities

We have developed RAS companion inhibitors that are designed to suppress cooperating targets and pathways that sustain RAS-addicted cancers. These compounds include RMC-4630, which is designed as a potent and selective inhibitor of SHP2; RMC-5552, which is designed as a selective inhibitor of mTORC1 signaling in tumors; and RMC-5845, which is designed to target SOS1, a protein that plays a key role in converting RAS(OFF) to RAS(ON) in cells. Additional clinical development of our RAS companion inhibitors is subject to our continuing assessment of our portfolio priorities.

We are also developing preclinical next-generation programs that are designed to sustain our innovation platform beyond our current development-stage assets.

Collaborations

Tango Collaboration

In November 2024, we entered into a clinical trial collaboration and supply agreement with Tango Therapeutics, Inc. (Tango) pursuant to which Tango plans to sponsor clinical trials investigating its compound vopimetostat (TNG462), a PRMT5 inhibitor, with each of daraxonrasib and zoldonrasib (the Tango Collaboration Agreement). Under the Tango Collaboration Agreement, Tango is generally responsible for conducting the trials and all associated costs and expenses (other than the supply of our compounds), and we will supply our compounds. Each party will retain commercial rights to its respective compounds, and the agreement is mutually non-exclusive.

Summit Collaboration

In June 2025, we entered into a clinical collaboration with Summit Therapeutics, Inc. (Summit) pursuant to which we plan to evaluate the safety and efficacy in multiple solid tumor settings of our clinical-stage RAS(ON) inhibitors, including daraxonrasib, elironrasib and zoldonrasib, in combination with Summit's ivonescimab, a PD-1/VEGF bispecific antibody. Under the terms of the agreement, Summit will supply ivonescimab for clinical research and we will be the study sponsor. Each company will retain commercial rights to their respective compounds, and the agreement is mutually non-exclusive.

Aethon Collaboration

In March 2024, we entered into a collaboration agreement with Aethon Therapeutics, Inc. (Aethon) pursuant to which Aethon is conducting research related to use of novel bispecific antibodies to mount an immune attack directed at the cancer cells targeted by our RAS(ON) Inhibitors (the Aethon Collaboration Agreement). Pursuant to the Aethon Collaboration Agreement, we agreed to reimburse Aethon for preclinical activities, and we have an option to conduct any clinical or commercial development that may arise from the collaboration.

Break Through Cancer Collaboration

In November 2024, we entered into a collaboration with Break Through Cancer. The collaboration is designed to assess biopsy samples taken from patients receiving daraxonrasib in the investigational setting, with the goal of identifying biomarkers that could predict tumor response and how cancer cells adapt to the therapy. We believe this approach has the potential to provide important insights into the complex interplay of tumor biology and daraxonrasib response.

Iambic Collaboration

In May 2025, we entered into a collaboration with Iambic Therapeutics (Iambic), pursuant to which Iambic will use its artificial intelligence capabilities to generate customized models through training with our proprietary data. Our aim in this collaboration is to enhance our lead discovery and optimization processes directed against both current and new drug targets to enable continued development of our pipeline.

Financial Operations Overview

Research and development expenses

We substantially rely on third parties to conduct our preclinical studies, clinical trials and manufacturing. We estimate research and development expenses based on estimates of services performed, and we rely on third party contractors and vendors to provide us with timely and accurate estimates of expenses of services performed to assist us in these estimates. Research and development expenses consist primarily of costs incurred for the development of our product candidates and costs associated with identifying compounds through our discovery platform, which include:

- external costs incurred under agreements with third-party contract organizations, investigative clinical trial sites that conduct research and development activities on our behalf and consultants;
- costs related to the production of preclinical, clinical and pre-launch materials, including fees paid to contract manufacturers;
- laboratory and vendor expenses related to the execution of discovery programs, preclinical and clinical trials;
- employee-related expenses, which include salaries, benefits and stock-based compensation; and
- facilities and other expenses, which include allocated expenses for rent and maintenance of facilities, depreciation and amortization expense, information technology and other supplies.

We expense all research and development costs in the periods in which they are incurred. Costs for certain development activities are recognized based on an evaluation of the progress to completion of specific tasks using information and data provided to us by our vendors, collaborators and third-party service providers. Nonrefundable advance payments for goods or services to be received in future periods for use in research and development activities are deferred and recorded as prepaid assets. The prepaid amounts are then expensed as the related goods are delivered or as services are performed.

We expect our research and development expenses to increase for the foreseeable future as we continue to invest in discovering and developing product candidates and advancing product candidates into later stages of development, which may include conducting larger clinical trials. The process of conducting the necessary research and development and clinical trials to seek regulatory approval for product candidates is costly and time-consuming, and the successful development of our product candidates is highly uncertain. As a result, we are unable to determine the duration and completion costs of our research and development projects or clinical trials or if and to what extent we will generate revenue from the commercialization and sale of any of our product candidates, if approved.

General and administrative expenses

General and administrative expenses consist primarily of personnel-related costs, consultants and professional services expenses, including legal, audit, accounting and human resources services, insurance, commercial preparation activities, allocated facilities and information technology costs, and other general operating expenses not otherwise classified as research and development expenses. Personnel-related costs consist of salaries, benefits and stock-based compensation. Facilities costs consist of rent, utilities and maintenance of facilities. We expect our general and administrative expenses to increase for the foreseeable future due to anticipated increases in operating and commercial preparation activities, which may result in increases in personnel-related costs associated with increased headcount, other administrative and professional services, and related overhead needed to support these efforts.

Interest income

Interest income primarily consists of interest earned on and accretion of our cash equivalents and marketable securities.

Interest expense

Interest expense consists of non-cash interest expense associated with the sale of future royalties.

Other income (expense), net

Other income (expense), net, consists of miscellaneous income and expenses unrelated to our core operations, including the impact of foreign currency exchange differences.

Results of operations

Comparison of the three and nine months ended September 30, 2025 and 2024

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Increase/ (decrease)	2025	2024	Increase/ (decrease)
		(in thousands)			(in thousands)	
Operating expenses:						
Research and development	$ 262,506	$ 151,752	$ 110,754	$ 692,389	$ 404,129	$ 288,260
General and administrative	52,763	23,960	28,803	128,354	69,085	59,269
Total operating expenses	315,269	175,712	139,557	820,743	473,214	347,529
Loss from operations	(315,269)	(175,712)	(139,557)	(820,743)	(473,214)	(347,529)
Non-operating income (expense):						
Interest income	22,083	20,411	1,672	69,402	65,658	3,744
Interest expense	(11,428)	—	(11,428)	(12,295)	—	(12,295)
Change in fair value of warrant liabilities and contingent earn-out shares	(592)	(1,269)	677	(2,731)	4,543	(7,274)
Other income (expense), net	—	282	(282)	(42)	(2,511)	2,469
Total non-operating income, net	10,063	19,424	(9,361)	54,334	67,690	(13,356)
Loss before income taxes	(305,206)	(156,288)	(148,918)	(766,409)	(405,524)	(360,885)
Net loss	$ (305,206)	$ (156,288)	$ (148,918)	$ (766,409)	$ (405,524)	$ (360,885)

Research and development expenses

Our research and development efforts during the three and nine months ended September 30, 2025 and 2024 were focused on our clinical development programs and our preclinical programs. The following table sets forth the components of our research and development expenses for the periods indicated:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Increase/ (decrease)	2025	2024	Increase/ (decrease)
	(in thousands)					
Third-party research and development expenses:						
Clinical Development Programs:						
Daraxonrasib (RMC-6236)	$ 91,493	$ 50,459	$ 41,034	$ 235,875	$ 107,559	$ 128,316
Zoldonrasib (RMC-9805)	30,875	13,177	17,698	78,858	39,970	38,888
Elironrasib (RMC-6291)	18,510	11,161	7,349	55,718	36,844	18,874
RAS companion inhibitors	31	1,978	(1,947)	529	5,888	(5,359)
Preclinical programs	29,093	18,808	10,285	75,902	56,247	19,655
Total third-party research and development expenses	170,002	95,583	74,419	446,882	246,508	200,374
Salaries and other employee-related expenses	46,883	27,390	19,493	125,247	78,304	46,943
Stock-based compensation expense	20,339	13,369	6,970	55,844	36,389	19,455
Amortization of intangible assets	267	267	—	801	801	—
Other research and development costs	25,015	15,143	9,872	63,615	42,127	21,488
Total research and development expense	$ 262,506	$ 151,752	$ 110,754	$ 692,389	$ 404,129	$ 288,260

Research and development expenses increased by $110.8 million, or 73%, during the three months ended September 30, 2025 compared to the same period in 2024. The increase in research and development expenses during the three months ended September 30, 2025 was primarily due to a $41.0 million increase in daraxonrasib expenses, primarily attributable to higher clinical trial expenses; a $19.5 million increase in salaries and other employee-related expenses due to increased headcount to support our research and development programs; a $17.7 million increase in zoldonrasib expenses, primarily attributable to higher clinical trial and clinical supply manufacturing expenses; a $10.3 million increase in preclinical research portfolio expenses; a $9.9 million increase in other research and development costs as a result of higher rent, utilities and information technology expenses associated with increased headcount; a $7.3 million increase in elironrasib expenses, primarily attributable to higher clinical trial expenses; and a $7.0 million increase in stock-based compensation; partially offset by a $1.9 million decrease in RAS companion inhibitor program costs.

Research and development expenses increased by $288.3 million, or 71%, during the nine months ended September 30, 2025 compared to the same period in 2024. The increase in research and development expenses during the nine months ended September 30, 2025 was primarily due to a $128.3 million increase in daraxonrasib expenses, primarily attributable to higher clinical trial expenses and manufacturing expenses for clinical and pre-commercial supply; a $46.9 million increase in salaries and other employee-related expenses due to increased headcount to support our research and development programs; a $38.9 million increase in zoldonrasib expenses, primarily attributable to higher clinical trial and clinical supply manufacturing expenses; a $21.5 million increase in other research and development costs as a result of higher rent, utilities and information technology expenses associated with increased headcount; a $19.7 million increase in preclinical research portfolio expenses; a $19.5 million increase in stock-based compensation; and a $18.9 million increase in elironrasib expenses, primarily attributable to higher clinical trial expenses; partially offset by a $5.4 million decrease in RAS companion inhibitor program costs.

General and administrative expenses

General and administrative expenses increased by $28.8 million, or 120%, during the three months ended September 30, 2025 compared to the same period in 2024. The increase in general and administrative expenses during the three months ended September 30, 2025 was primarily due to a $7.9 million increase in commercial preparation expenses; a $7.6 million increase in salaries and other employee-related expenses due to increased headcount; a $6.7 million increase in legal related expenses; a $3.0 million increase in stock-based compensation expense; and a $2.9 million increase in facilities and other allocated expenses as a result of higher rent, utilities and information technology expenses associated with increased headcount.

General and administrative expenses increased by $59.3 million, or 86%, during the nine months ended September 30, 2025 compared to the same period in 2024. The increase in general and administrative expenses during the nine months ended September 30, 2025 was primarily due to a $17.2 million increase in salaries and other employee-related expenses due to increased headcount; a $17.0 million increase in commercial preparation expenses; an $8.5 million increase in stock-based compensation expense; and a $7.9 million increase in legal related expenses; and a $5.7 million increase in facilities and other allocated expenses as a result of higher rent, utilities and information technology expenses associated with increased headcount.

Interest income

Interest income increased by $1.7 million during the three months ended September 30, 2025 compared to the same period in 2024 and increased by $3.7 million during the nine months ended September 30, 2025 compared to the same period in 2024 due to a larger cash, cash equivalents and marketable securities balance.

Interest expense

Interest expense increased by $11.4 million and $12.3 million during the three and nine months ended September 30, 2025, respectively, compared to the same periods in 2024 due to interest expense and issuance costs amortization under the Royalty Purchase Agreement.

Other income (expense), net

Other income (expense), net decreased by $0.2 million and increased by $2.4 million during the three and nine months ended September 30, 2025, respectively, compared to the same periods in 2024. The increase for the nine months ended September 30, 2025 was primarily due to a $2.8 million impairment of a long term asset acquired as part of the EQRx Acquisition in the first quarter of 2024.

One Big Beautiful Bill Act

On July 4, 2025, the United States enacted the One Big Beautiful Bill Act (the OBBBA), which includes provisions amending the corporate income tax code. For the three months ended September 30, 2025, no material effect of the OBBBA was recognized in our operating results, as the impact was offset by a valuation allowance. We will continue to monitor and assess the potential effects of the OBBBA on our financial position, results of operations, and cash flows.

Liquidity and Capital Resources

In November 2021, we entered into a sales agreement with TD Securities (USA) LLC (f/k/a Cowen and Company LLC) (TD Cowen), as amended in March 2024, to sell shares of our common stock, from time to time, with aggregate gross proceeds of up to $250 million, through an at-the-market equity offering program (the 2021 ATM). During the year ended December 31, 2024, we sold an aggregate of 1,294,050 shares of common stock under the 2021 ATM, resulting in gross proceeds of $60.8 million. In August 2024, we terminated the 2021 ATM and entered into a new sales agreement with TD Cowen to sell shares of our common stock, from time to time, with aggregate gross proceeds of up to $500 million, through an at-the-market equity offering program (the 2024 ATM). Through December 31, 2024, we have sold an aggregate of 1,147,893 shares of common stock under the 2024 ATM, resulting in gross proceeds of $60.4 million. During the nine months ended September 30, 2025, we did not sell any shares of common stock in ATM offerings. In October 2025, the Company sold an aggregate of 3,521,018 shares of common stock under the 2024 ATM resulting in gross proceeds of $185.7 million.

In November 2023, we completed the acquisition (the EQRx Acquisition) of EQRx, Inc. (EQRx) and issued 54,786,528 shares of common stock in the transaction in which we received $1.1 billion in net cash, cash equivalents and marketable securities after deducting EQRx wind-down and transition costs.

In December 2024, we issued and sold in an underwritten public offering (i) 16,576,088 shares of our common stock at a price to the public of $46.00 per share and (ii) pre-funded warrants to certain investors to purchase an aggregate of 2,173,917 shares of our common stock at a price of $45.9999 per pre-funded warrant. Each pre-funded warrant is exercisable from the date of issuance until fully exercised, subject to an ownership limitation. Total net proceeds from the offering were $823.0 million, after deducting underwriting discounts and commissions of $38.8 million and expenses of $0.6 million.

In June 2025, we entered into a revenue participation right purchase and sale agreement (the Royalty Purchase Agreement) with Royalty Pharma Investments 2019 ICAV (Royalty Pharma). Pursuant to the Royalty Purchase Agreement, in exchange for an upfront payment of $250.0 million, Royalty Pharma purchased from us the right to receive royalty payments with respect to worldwide net product sales in a calendar year (Annual Net Sales) of (a) RMC-6236 Products and (b) RMC-9805 Products, if an RMC-9805 Product is approved for the same indication or subset of the same indication for which an RMC-6236 Product is approved. In addition, under the Royalty Purchase Agreement, Royalty Pharma has agreed to purchase up to an additional $1.0 billion in synthetic royalty funding divided into four additional tranches of up to $250.0 million. Each of these tranches is subject to the satisfaction of certain triggers, and three of these tranches, or $750.0 million in the aggregate, are available at our election, provided the relevant trigger events have occurred.

The Royalty Payments (if any) in respect of Annual Net Sales of RMC-6236 Products in the United States will end 15 years after the first commercial sale of an RMC-6236 Product in the United States. The Royalty Payments (if any) in respect of Annual Net Sales of RMC-9805 Products in the United States will end 15 years after the earlier to occur of (i) the date that an RMC-9805 Product is approved in an overlapping indication with an RMC-6236 Product in the United States and (ii) the first commercial sale of an

RMC-6236 Product in the United States. The Royalty Payments (if any) in respect of Annual Net Sales of RMC-6236 Products outside the United States will end 15 years after the first commercial sale of an RMC-6236 Product in the European Union. The Royalty Payments (if any) in respect of Annual Net Sales of the RMC-9805 Products outside the United States will end 15 years after the earlier to occur of (i) the date that an RMC-9805 Product is approved in an overlapping indication with an RMC-6236 Product by the European Medicines Agency and (ii) the first commercial sale of an RMC-6236 Product in the European Union.

For additional information regarding the Royalty Purchase Agreement (including information regarding the trigger events related to particular tranches and the applicable tiered revenue payments), see "Note 8. Liability related to the sale of future royalties" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

In June 2025, we entered into a loan agreement (the Loan Agreement) with Wilmington Trust, National Association as administrative agent and Royalty Pharma Development Funding, LLC, as a lender. The Loan Agreement provides for a term loan facility of up to $750.0 million (the Term Loan Facility), consisting of three tranches, one of which must be drawn and the other two of which may be drawn at our option during certain commitment periods, subject to the satisfaction or waiver of certain terms and conditions.

The Term Loan Facility matures on the earlier of (i) the six-year anniversary of the date on which the first tranche is funded, and (ii) December 31, 2032. The term loans bear interest at a floating per annum rate equal to (a) the three-month term SOFR (subject to a 3.5% floor), plus (b) 5.75%, payable on a quarterly basis. We are required to pay an upfront fee equal to 2.0% of the term loans drawn on each funding date.

For additional information regarding the Term Loan Facility (including information regarding the terms and conditions related to the three tranches of funding), see "Note 9. Term loan facility" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

To date, our operations have been financed primarily by our public offerings of common stock, the EQRx Acquisition, the Royalty Purchase Agreement, and proceeds received under the Sanofi Agreement from June 2018 through June 2023 for upfront payments and for research and development cost reimbursement.

As of September 30, 2025, we had $1.9 billion in cash, cash equivalents and marketable securities.

As of September 30, 2025, we had an accumulated deficit of $2.5 billion. Our primary use of cash is to fund operating expenses, which consist primarily of research and development expenditures related to our product candidates and our pre-clinical research portfolio, and to a lesser extent, general and administrative and commercial preparation expenditures. We expect our expenses to continue to increase in connection with our ongoing activities, particularly as we continue to advance our product candidates into later stages of development, which includes conducting larger clinical trials, and increasing our efforts to prepare to become a commercial-stage company.

We believe that our existing cash, cash equivalents and marketable securities will enable us to fund our planned operations for at least 12 months following the date of this Quarterly Report on Form 10-Q. The timing and amount of our future funding requirements depends on many factors, including:

- the scope, progress, results and costs of researching and developing our product candidates and programs, and of conducting preclinical studies and clinical trials;
- the cost of manufacturing our current and future product candidates for clinical trials in preparation for marketing approval and in preparation for commercialization;
- the timing of, and the costs involved in, obtaining marketing approvals for our product candidates if clinical trials are successful;
- the cost of commercialization activities for our product candidates, whether alone or in collaboration, including marketing, sales and distribution costs if any product candidate is approved for sale;
- our ability to establish and maintain strategic licenses or other arrangements and the financial terms of such agreements;
- the costs involved in preparing, filing, prosecuting, maintaining, expanding, defending and enforcing patent claims, including litigation costs and the outcome of such litigation;
- the timing, receipt and amount of sales of, profit share or royalties on, our product candidates, if approved;
- the emergence of competing cancer therapies or other adverse market developments; and
- any plans to acquire or in-license other programs or technologies.

We will require substantial additional funds for our development efforts for our current and future programs and to prepare for their potential commercialization. Other than the Royalty Purchase Agreement and the Term Loan Facility (which provide for additional funding subject to certain terms and conditions and trigger events), we do not have any committed external source of funds or other support for these activities, and we may finance our cash needs through additional funding under the Royalty Purchase Agreement, the Term Loan Facility and/or a combination of public or private equity offerings, debt financings, other credit or loan facilities, acquisitions, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. If we need to raise additional capital to fund our operations, funding may not be available to us on acceptable terms, or at all. If we are unable to obtain adequate financing when needed, we may have to (i) delay, limit, reduce the scope of or terminate one or more of our preclinical studies, clinical trials, or other research and development activities or eliminate one or more of our development programs altogether; or (ii) delay, limit, reduce the scope of or terminate our efforts to establish manufacturing and sales and marketing capabilities or other activities that may be necessary to commercialize any future approved products, or reduce our flexibility in developing or maintaining our sales and marketing strategy.

Cash Flows

The following table summarizes our consolidated cash flows for the periods indicated:

	Nine Months Ended September 30,	
	2025	2024
	(in thousands)	
Net cash provided by (used in):		
Operating activities	$ (623,503)	$ (419,146)
Investing activities	43,176	(161,491)
Financing activities	255,865	85,608
Net change in cash and cash equivalents	$ (324,462)	$ (495,029)

Cash used in operating activities

During the nine months ended September 30, 2025, cash used in operating activities of $623.5 million was attributable to a net loss of $766.4 million, offset by a net change of $54.6 million in our operating assets and liabilities and $88.3 million in non-cash charges. The change in operating assets and liabilities was primarily due to a $57.7 million increase in accrued expenses and other current liabilities, a $20.0 million increase in accounts payable and a $1.8 million increase in noncurrent liabilities, offset by a $12.7 million increase in other noncurrent assets, a $6.3 million increase in prepaid expenses and other current assets, a $4.7 million increase in long-term deposits and a $1.2 million decrease in operating lease liability. The non-cash charges primarily consisted of stock-based compensation expense of $84.7 million, a $12.3 million non-cash interest expense on liability related to sale of future royalties, depreciation and amortization of $6.3 million, amortization of operating lease right-of-use asset of $5.5 million and a $2.7 million change in fair value of warrant liability and offset by net amortization of premium on marketable securities of $23.3 million.

During the nine months ended September 30, 2024, cash used in operating activities of $419.1 million was attributable to a net loss of $405.5 million, offset by a net change of $41.6 million in our operating assets and liabilities and $28.0 million in non-cash charges. The change in operating assets and liabilities was primarily due to a $35.8 million decrease in accounts payable; a $4.6 million increase in prepaid expenses and other current assets; a $5.1 million increase in long-term deposits; a $1.2 million decrease in operating lease liability offset by a $3.7 million decrease in accrued expenses and other current liabilities; and a $1.3 million decrease in accounts receivable. The non-cash charges primarily consisted of stock-based compensation expense of $56.8 million; depreciation and amortization of $5.6 million; a $2.8 million impairment of a long term asset acquired as part of the EQRx Acquisition; amortization of operating lease right-of-use asset of $2.8 million, offset by net amortization of premium on marketable securities of $35.7 million; and a $4.5 million change in fair value of warrant liabilities and contingent earn-out shares.

Cash provided by (used in) investing activities

During the nine months ended September 30, 2025, cash provided by investing activities of $43.2 million was comprised of maturities of marketable securities of $1.5 billion and sale of marketable securities of $6.4 million partially offset by purchases of marketable securities of $1.5 billion and purchases of property and equipment of $14.1 million.

During the nine months ended September 30, 2024, cash used in investing activities of $161.5 million was comprised of maturities of marketable securities of $1.3 billion partially offset by purchases of marketable securities of $1.4 billion and purchases of property and equipment of $9.1 million.

Cash provided by financing activities

During the nine months ended September 30, 2025, cash provided by financing activities comprised primarily of $244.2 million in proceeds from the sale of future royalties, $7.0 million in proceeds from the issuance of common stock upon the exercise of stock options and $4.6 million in proceeds from the issuance of common stock related to our 2020 Employee Stock Purchase Plan (the ESPP).

During the nine months ended September 30, 2024, cash provided by financing activities comprised of $74.3 million in net proceeds from the issuance of common stock under the 2021 ATM and the 2024 ATM; $8.2 million in proceeds from the issuance of common stock upon the exercise of stock options; and $3.2 million in proceeds from the issuance of common stock related to our 2020 Employee Stock Purchase Plan (the ESPP).

Contractual Obligations and Commitments

We have contractual obligations related to our office and laboratory space lease in Redwood City, California, described in "Note 7. Commitments and contingencies" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

We enter into agreements in the ordinary course of business with contract research organizations for clinical trials, contract manufacturing organizations to provide clinical trial materials and with vendors for preclinical studies and other services and products for operating purposes which are generally cancelable at any time by us upon 30 to 90 days prior written notice.

In June 2025, the Company entered into the Royalty Purchase Agreement with Royalty Pharma. Pursuant to the Royalty Purchase Agreement, Royalty Pharma purchased from the Company the right to receive tiered royalty payments on worldwide net product sales of daraxonrasib and zoldonrasib, if zoldonrasib is approved for the same indication or subset of the same indication for which daraxonrasib is approved. For additional information regarding the Royalty Purchase Agreement, see "Note 8. Liability related to the sale of future royalties" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Indemnification Agreements

We enter into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, we indemnify, hold harmless and agree to reimburse the indemnified parties for losses suffered or incurred by the indemnified party, in connection with any trade secret, copyright, patent or other intellectual property infringement claim by any third party with respect to its technology. The term of these indemnification agreements is generally perpetual any time after the execution of the agreement. The maximum potential amount of future payments we could be required to make under these arrangements is not determinable. We have never incurred costs to defend lawsuits or settle claims related to these indemnification agreements. As a result, we believe the fair value of these agreements is minimal.

Critical Accounting Policies, Significant Judgments and Use of Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with United States generally accepted accounting principles (U.S. GAAP). The preparation of these unaudited condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements, as well as the reported expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

For a discussion of our critical accounting estimates, see Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in the 2024 Form 10-K. There have been no material changes to these critical accounting estimates since the 2024 Form 10-K apart from the estimates for future royalties as described in "Note 8. Liability related to the sale of future royalties" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Recent accounting pronouncements

For a description of the expected impact of recent accounting pronouncements, see "Note 2. Summary of significant accounting policies" in the "Notes to Unaudited Condensed Consolidated Financial Statements" contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest rate risk

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate sensitivities. The primary objective of our investment activities is to preserve capital to fund our operations. We also seek to maximize income from our investments without assuming significant risk. To achieve our objectives, we maintain a portfolio of investments in a variety of securities of high credit quality and short-term duration, invested in compliance with our policy.

We held cash, cash equivalents and marketable securities of $1.9 billion and $2.3 billion as of September 30, 2025 and December 31, 2024, respectively, which consisted of bank deposits, money market funds, U.S. government debt securities, U.S. government agency bonds, commercial paper and corporate bonds. Such interest-earning instruments carry a degree of interest rate risk; however, historical fluctuations in interest income have not been significant for us. Due to the short-term maturities of our cash equivalents and marketable securities, an immediate one percent change in interest rates would not have a material effect on the fair value of our cash equivalents and marketable securities.

Foreign currency risk

Our expenses are generally denominated in U.S. dollars. However, we have entered into a limited number of contracts with vendors for research and development services with payments denominated in foreign currencies, including the Euro, British Pound and Chinese Yuan. We are subject to foreign currency transaction gains or losses on our contracts denominated in foreign currencies. To date, foreign currency transaction gains and losses have not been material to our consolidated financial statements, and we have not had a formal hedging program with respect to foreign currency. A 10% increase or decrease in current exchange rates would not have a material effect on our financial results.

Item 4. Controls and Procedures.

Evaluation of disclosure controls and procedures

Our management, with the participation of our President, Chief Executive Officer and Director and our Chief Financial Officer, our principal executive officer and principal financial officer, respectively, have evaluated our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of September 30, 2025. Based on the evaluation, our President, Chief Executive Officer and Director and our Chief Financial Officer have concluded that, as of September 30, 2025, our disclosure controls and procedures were, in design and operation, effective to the reasonable assurance level.

Changes in internal control over financial reporting

We have evaluated changes in our internal control over financial reporting during the three months ended September 30, 2025, to identify any change that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. In September 2025, we implemented a new accounting and financial reporting system. We have made changes to our internal control over financial reporting to address the related processes and system. We will continue to evaluate any further changes to our internal control over financial reporting as we expand and refine the use of this system over time.

Inherent limitation on the effectiveness over financial reporting

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but there can be no assurance that such improvements will be sufficient to provide us with effective internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

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

Item 1A. Risk Factors.

Summary of Material Risks Associated with Our Business

The principal risks and uncertainties affecting our business include the following:

- We are a clinical-stage precision oncology company with a limited operating history and no products approved for commercial sale. We have incurred significant losses since our inception. We expect to incur losses for at least the next several years and may never achieve or maintain profitability, which, together with our limited operating history, makes it difficult to assess our future viability.
- We have never generated revenue from product sales and may never be profitable.
- We will require substantial additional financing to achieve our goals, which may not be available on acceptable terms, or at all. A failure to obtain this necessary capital when needed could force us to delay, limit, reduce or terminate our product development or commercialization efforts.
- Our business is dependent on the successful development of our current and future product candidates. If we are unable to advance our current or future product candidates through clinical trials, obtain marketing approval and ultimately commercialize any of our product candidates, or we experience significant delays in doing so, our business will be materially harmed.
- Preclinical development is uncertain. Our preclinical programs may experience delays or may never advance to clinical trials, which would adversely affect our ability to obtain regulatory approvals or commercialize our product candidates on a timely basis or at all, which would have an adverse effect on our business.
- Historically, direct inhibition of any RAS protein has been challenging due to a lack of tractable, or "druggable," binding pockets. Given this approach is unproven, it may not be successful.
- The results of preclinical studies and early-stage clinical trials may not be predictive of future results.
- If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise be adversely affected.
- We and our collaborators are currently developing and may in the future develop, our product candidates in combination with other therapies, which exposes us to additional risks.
- We face significant competition, and if our competitors develop and market products that are more effective, safer or less expensive than our product candidates, our commercial opportunities will be negatively impacted.
- If we and our collaborators are unable to obtain and maintain sufficient patent and other intellectual property protection for our product candidates and technology, our competitors could develop and commercialize products and technology similar or identical to ours, and we may not be able to compete effectively in our market or successfully commercialize any of our current or future product candidates.

The summary risk factors described above should be read together with the text of the full risk factors below in the section entitled "Risk Factors" and the other information set forth in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and the related notes, as well as in other documents that we file with the SEC. The risks summarized above or described below are not the only risks that we face. Additional risks and uncertainties not precisely known to us or that we currently deem to be immaterial may also materially and adversely affect our business, competitive position, financial condition, results of operations, cash flows and growth prospects.

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this Quarterly Report on Form 10-Q, including our financial statements and the related notes and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below or other risks we face could materially

and adversely affect our business, competitive position, financial condition, results of operations, cash flows and growth prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations and the market price of our common stock.

Risks related to our limited operating history, financial position and need for additional capital

We are a clinical-stage precision oncology company with a limited operating history and no products approved for commercial sale. We have incurred significant losses since our inception. We expect to incur losses for at least the next several years and may never achieve or maintain profitability, which, together with our limited operating history, makes it difficult to assess our future viability.

Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of risk. We are a clinical-stage precision oncology company, and we have only a limited operating history upon which you can evaluate our business and prospects. We currently have no products approved for commercial sale, have not generated any revenue from sales of products and have incurred losses in each year since our inception in October 2014. In addition, we have not yet demonstrated an ability to successfully overcome many of the risks and uncertainties frequently encountered by companies in new and rapidly evolving fields, particularly in the biopharmaceutical industry.

Since our inception, we have incurred significant net losses. Our net losses were $600.1 million, $436.4 million and $248.7 million, for the years ended December 31, 2024, 2023 and 2022, respectively. As of September 30, 2025, we had an accumulated deficit of $2.5 billion. We have funded our operations to date primarily with proceeds from the sale of common stock and preferred stock, the acquisition of EQRx, and the Royalty Purchase Agreement, as well as upfront payments and research and development cost reimbursement received under the Sanofi Agreement. The Sanofi Agreement was terminated in June 2023, and Sanofi has no further reimbursement obligations following this termination. To date, we have devoted substantially all of our resources to organizing and staffing our company, business planning, raising capital, acquiring and discovering development programs, securing intellectual property rights and conducting discovery, research and development activities for our programs. We have not yet demonstrated our ability to successfully complete any clinical trials, including pivotal clinical trials, obtain marketing approvals, manufacture a commercial-scale product, or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. Our product candidates will require additional development time and resources before we will be able to apply for or receive regulatory approvals and, if approved, begin generating revenue from product sales. We expect to continue to incur significant expenses and operating losses for the foreseeable future.

We have never generated revenue from product sales and may never be profitable.

Our ability to generate revenue from product sales and achieve profitability depends on our ability, alone or with our collaboration partners, to successfully complete the development of, and obtain the regulatory approvals necessary to commercialize, our development programs. We do not anticipate generating revenue from product sales for the next several years, if ever. Our ability to generate future revenue from product sales depends heavily on our, and any potential future collaborators', success in:

- completing clinical and preclinical development of product candidates and programs and identifying and developing new product candidates;
- seeking and obtaining marketing approvals for our product candidates;
- launching and commercializing product candidates for which we obtain marketing approval by establishing a sales force, marketing, medical affairs and distribution infrastructure or, alternatively, collaborating with a commercialization partner;
- achieving adequate coverage and reimbursement by third-party payors for our product candidates;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and the market demand for our product candidates, if approved;
- obtaining market acceptance of our product candidates as viable treatment options, if approved;
- addressing any competing technological and market developments;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter and performing our obligations under such collaborations;
- maintaining, protecting, enforcing and expanding our portfolio of intellectual property rights, including patents, trademarks, trade secrets and know-how;

- defending against third-party interference, infringement or other intellectual property-related claims, if any; and
- attracting, hiring and retaining qualified personnel.

Even if one or more of our product candidates is approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate, including prior to a potential launch of any approved product candidate. Our expenses could increase beyond expectations if we are required by the FDA, the European Medicines Agency (the EMA) or other regulatory agencies to perform clinical trials or studies in addition to those that we currently anticipate. Even if we are able to generate revenue from the sale of any approved products, we may not become profitable and may need to obtain additional funding to continue operations.

We will require substantial additional financing to achieve our goals, which may not be available on acceptable terms, or at all. A failure to obtain this necessary capital when needed could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

Our operations have consumed substantial amounts of cash since our inception. Since our inception, we have invested a significant portion of our efforts and financial resources in research and development activities for our initial preclinical and clinical product candidates.

Preclinical studies, clinical trials and additional research and development activities will require substantial funds to complete. As of September 30, 2025, we had cash, cash equivalents and marketable securities of $1.9 billion. Through September 30, 2025, we have raised $2.1 billion in underwritten public offerings, net of underwriting discounts and commissions and offering expenses and have completed sales generating $246.4 million in gross proceeds pursuant to at-the-market equity offering programs. In June 2025, we received $250.0 million of gross proceeds under the Royalty Purchase Agreement, and subject to our meeting certain terms and conditions, including certain commercial milestones and other trigger events, additional capital may be available under the Loan Agreement and the Royalty Purchase Agreement (see Notes 8 and 9 to our consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for more information). The EQRx Acquisition added $1.1 billion to our working capital in 2023. We expect to continue to spend substantial amounts to continue the preclinical and clinical development of our current and future programs and to prepare for their potential commercialization. If we are able to gain marketing approval for our product candidates, we will require significant additional amounts of cash in order to launch and commercialize our product candidates, if approved, to the extent that their launch and commercialization are not the responsibility of another collaborator that we may contract with in the future. In addition, other unanticipated costs may arise. Because the design and outcome of our current, planned and potential future clinical trials is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates.

The timing and amount of our future funding requirements depends on many factors, including:

- the scope, progress, results and costs of researching and developing our product candidates and programs, and of conducting preclinical studies and clinical trials;
- the cost of manufacturing our current and future product candidates for clinical trials in preparation for marketing approval and in preparation for commercialization;
- the timing of, and the costs involved in, obtaining marketing approvals for our product candidates if clinical trials are successful;
- the cost of commercialization activities for our product candidates, whether alone or in collaboration, including marketing, sales and distribution costs if any product candidate is approved for sale;
- our ability to establish and maintain strategic licenses or other arrangements and the financial terms of such agreements;
- the costs involved in preparing, filing, prosecuting, maintaining, expanding, defending and enforcing patent claims, including litigation costs and the outcome of such litigation;
- the timing, receipt and amount of sales of, profit share or royalties on, our product candidates, if approved;
- the emergence of competing cancer therapies or other adverse market developments; and
- any plans to acquire or in-license other programs or technologies.

We will require substantial additional funds for our development efforts for our current and future programs and to prepare for their potential commercialization. Other than the Royalty Purchase Agreement and the Term Loan Facility (which provide for additional funding subject to certain terms and conditions and trigger events), we do not have any committed external source of funds or other support for these activities, and we may finance our cash needs through additional funding under the Royalty Purchase Agreement, the Term Loan Facility and/or a combination of public or private equity offerings, debt financings, other credit or loan facilities,

acquisitions, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

Our ability to raise additional funds will depend on financial, economic and other factors, many of which are beyond our control.

If we need to raise additional capital to fund our operations, funding may not be available to us on acceptable terms, or at all. If we are unable to obtain adequate financing when needed, we may have to:

- delay, limit, reduce the scope of or terminate one or more of our preclinical studies, clinical trials, or other research and development activities or eliminate one or more of our development programs altogether; or
- delay, limit, reduce the scope of or terminate our efforts to establish manufacturing and sales and marketing capabilities or other activities that may be necessary to commercialize any future approved products, or reduce our flexibility in developing or maintaining our sales and marketing strategy.

The Royalty Pharma Agreements place restrictions on our operating and financial flexibility. If we fail to comply with certain covenants in the Royalty Pharma Agreements, our financial condition and results of operations may be harmed.

In June 2025, we entered into the Royalty Purchase Agreement with Royalty Pharma and the Loan Agreement with an affiliate of Royalty Pharma and Wilmington Trust, National Association, as the administrative agent (collectively, the Royalty Pharma Agreements). The Royalty Pharma Agreements contain various customary covenants that impose on us certain obligations with respect to payment, reporting, intellectual property, certain license agreements, and certain other actions, as well as indemnification obligations. Compliance with these covenants may limit our flexibility in operating our business and our ability to take actions that might otherwise be advantageous to us and our stockholders.

Under the Royalty Purchase Agreement, we have diligence obligations with respect to certain clinical trials, regulatory submissions and marketing approvals. There are also covenants that, among other things and subject to certain conditions, limit our ability to create or incur certain liens or dispose of certain assets related to the RMC-6236 Products. Pursuant to the Royalty Purchase Agreement, we have granted to Royalty Pharma a back-up security interest in certain assets to secure our obligations under the Royalty Purchase Agreement. If we are unable to comply with our obligations, Royalty Pharma may be entitled to take possession of such assets, which could significantly harm our business, financial condition and results of operations.

The Loan Agreement also subjects us to various customary covenants that limit our ability to, among other activities (but subject to certain customary exceptions): (i) pay dividends, redeem stock or make other distributions or investments; (ii) incur additional debt; (iii) transfer or sell assets; (iv) create liens; (v) engage in certain transactions with affiliates; (vi) create restrictions on dividends or other payments by our subsidiaries; and (vii) merge, consolidate or effect other fundamental changes.

Any indebtedness we incur, including under the Loan Agreement, combined with our other financial obligations and contractual commitments could have significant adverse consequences, including:

- requiring us to dedicate a portion of our cash resources to the payment of interest and principal, reducing money available to fund working capital, capital expenditures, product candidate development and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and market conditions;
- subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financings;
- increasing our need to meet minimum net sales requirements when our future sales are uncertain;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or better debt servicing options.

We intend to satisfy our current and future debt service obligations with our then-existing cash and cash equivalents. However, we may not have sufficient funds, and may be unable to arrange for additional financing, to pay the amounts due under the Loan Agreement or any other debt instruments. Failure to satisfy our current and future debt obligations, including covenants to take or avoid specific actions, under the Loan Agreement could result in an event of default and, as a result, the lender(s) could accelerate all of the amounts due, and the lender(s) could seek to enforce their security interests in any collateral securing such indebtedness. The lender(s) under the Loan Agreement have rights senior to our stockholders in receiving proceeds from a liquidation. In addition, the covenants under the Loan Agreement, and the pledge of our assets (including our intellectual property) as collateral could limit our ability to obtain additional debt financing. If we raise any additional debt financing, the terms of such additional debt could further restrict our operating and financial flexibility.

Our operating results may fluctuate significantly, which will make our future results difficult to predict and could cause our results to fall below expectations.

Our quarterly and annual operating results may fluctuate significantly, which will make it difficult for us to predict our future results. These fluctuations may occur due to a variety of factors, many of which are outside of our control and may be difficult to predict, including:

- the timing and cost of, and level of investment in, research, development and commercialization activities, which may change from time to time;
- the timing and status of enrollment for our clinical trials;
- the timing of regulatory approvals, if any, in the United States and internationally;
- the timing of expanding our operational, financial and management systems and personnel, including personnel to support our clinical development, quality control, manufacturing and commercialization efforts and our operations as a public company;
- the cost of manufacturing, as well as building out our supply chain, which may vary depending on the quantity of productions, the terms of any agreements we enter into with third-party suppliers and tariffs that may apply;
- the timing and amount of any milestone, royalty or other payments due under any current or future collaboration or license agreements;
- the timing and level of royalty payments under the Royalty Purchase Agreement;
- coverage and reimbursement policies with respect to any future approved products, and potential future drugs that compete with our products;
- the timing and costs to establish sales, marketing, medical affairs and distribution infrastructure to commercialize any products for which we may obtain marketing approval and intend to commercialize on our own or jointly with one or more collaborators;
- expenditures that we may incur to acquire, develop or commercialize additional products and technologies;
- the level of demand for any future approved products, which may vary significantly over time;
- future accounting pronouncements or changes in our accounting policies; and
- the timing and success or failure of preclinical studies and clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or collaboration partners.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance.

This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue or operating guidance we may provide.

Risks related to product development and regulatory process

Our business is dependent on the successful development of our current and future product candidates. If we, alone or in collaboration, are unable to advance our current or future product candidates through clinical trials, obtain marketing approval and ultimately commercialize any of our product candidates, or we experience significant delays in doing so, our business will be materially harmed.

Our business is dependent on the successful development of our current and future product candidates. We are evaluating certain of our product candidates in both exploratory and pivotal clinical trials, both as monotherapy and in combination regimens, including the RASolute 302 study, RASolute 303 study and RASolve 301 study with daraxonrasib. The remainder of our programs are in the preclinical stage, and the clinical development of these programs is subject to our continuing assessment of our portfolio priorities. The success of our business, including our ability to finance our company and generate revenue from products in the future, which we do not expect will occur for several years, if ever, will depend heavily on the successful development and eventual commercialization of our product candidates, which may never occur. Our current product candidates, and any of our future product candidates, will require additional preclinical and clinical development, management of clinical, preclinical and manufacturing activities, marketing approval in the United States and other markets, demonstrating effectiveness to pricing and reimbursement authorities, obtaining sufficient manufacturing supply for both clinical development and commercial production, building of a commercial organization, and substantial investment and significant marketing efforts before we generate any revenues from product sales.

We have not previously submitted a New Drug Application (NDA) to the FDA or similar applications to a comparable foreign regulatory authority, for any product candidate. An NDA or other relevant regulatory application must include extensive preclinical and clinical data and supporting information to establish that the product candidate is safe and effective for each desired indication. The NDA or other relevant application must also include significant information regarding the CMC for the product. We cannot be certain that our current or future product candidates will be successful in clinical trials or receive regulatory approval. Further, even if they are successful in clinical trials, our product candidates or any future product candidates may not receive regulatory approval. If we do not receive regulatory approvals for current or future product candidates, we may not be able to continue our operations. Even if we successfully obtain regulatory approval to market a product candidate, our revenue will depend, in part, upon the size of the markets in the territories for which we or collaborators gain regulatory approval and have commercial rights, as well as the availability of competitive products, whether there is sufficient third-party reimbursement and adoption by physicians.

We plan to seek regulatory approval to commercialize our product candidates both in the United States and in select foreign countries, alone or in collaboration. While the scope of regulatory approval generally is similar in other countries, in order to obtain separate regulatory approval in other countries we must comply with numerous and varying regulatory requirements of such countries regarding safety and efficacy. Other countries also have their own regulations governing, among other things, clinical trials and commercial sales, as well as pricing and distribution of drugs, and we may be required to expend significant resources to obtain regulatory approval and to comply with ongoing regulations in these jurisdictions.

The success of our current and future product candidates will depend on several factors, including the following:

- successful completion of clinical trials and preclinical studies;
- sufficiency of our financial and other resources to complete the necessary preclinical studies and clinical trials;
- allowance to proceed with clinical trials under Investigational New Drug applications (INDs) by the FDA or under comparable applications by comparable regulatory authorities for our planned clinical trials or future clinical trials;
- successful enrollment and completion of clinical trials, particularly where competitors may also be recruiting patients;
- data from our clinical programs that supports an acceptable risk-benefit profile of our product candidates in the intended populations;
- receipt and maintenance of marketing approvals from applicable regulatory authorities;
- establishing agreements with third-party manufacturers for clinical supply for our clinical trials and commercial manufacturing, if one of our product candidates is approved;
- entry into collaborations to further the development of our product candidates;
- obtaining and maintaining our portfolio of intellectual property rights, including patents, trade secrets and know-how;
- enforcing and defending intellectual property rights and claims;
- obtaining and maintaining regulatory exclusivity for our product candidates;

- successfully launching commercial sales of our product candidates, if approved;
- acceptance of the product candidate's benefits and uses, if approved, by patients, the medical community and third-party payors;
- the prevalence, duration and severity of potential side effects or other safety issues experienced with our product candidates prior to or following any approval;
- effectively competing with other therapies; and
- obtaining and maintaining healthcare coverage and adequate reimbursement from third-party payors.

If we or our collaborators are not successful with respect to one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our current or future product candidates, which would materially harm our business. If we or our collaborators do not receive marketing approvals for any of our product candidates, we may not be able to continue our operations.

Preclinical development is uncertain. Our preclinical programs may experience delays or may never advance to clinical trials, which would adversely affect our ability to obtain regulatory approvals or commercialize our product candidates on a timely basis or at all, which would have an adverse effect on our business.

In order to obtain approval from the FDA or comparable foreign authorities to market a new small molecule product, we must demonstrate proof of safety and efficacy in humans. To meet these requirements, we will have to conduct adequate and well-controlled clinical trials. Before we can commence clinical trials for a product candidate, we must complete extensive preclinical studies that support our planned INDs in the United States. We cannot be certain of the timely completion or outcome of our preclinical studies and cannot predict if the FDA or foreign authorities will accept our proposed clinical programs or if the outcome of our preclinical studies will ultimately support further development of our programs. As a result, we cannot be sure that we will be able to submit INDs or similar applications on the timelines we expect, if at all, and we cannot be sure that submission of INDs or similar applications will result in the FDA or other regulatory authorities allowing additional clinical trials to begin.

Conducting preclinical testing is a lengthy, time-consuming and expensive process. The length of time may vary substantially according to the type, complexity and novelty of the program, and often can be several years or more per program. Delays associated with programs for which we are directly conducting preclinical studies may cause us to incur additional operating expenses. Moreover, we may be affected by delays or decisions to discontinue development associated with the studies of certain programs that are the responsibility of our current or potential future collaborators over which we have no control. The commencement and rate of completion of preclinical studies and clinical trials for a product candidate may be delayed by many factors, including, for example:

- inability to generate sufficient preclinical or other *in vivo* or *in vitro* data to support the initiation of clinical studies;
- delays in reaching a consensus with regulatory agencies on study design and obtaining regulatory allowance or authorization to commence clinical trials; and
- obtaining sufficient quantities of starting materials, intermediate materials and our product candidates for use in preclinical studies and clinical trials from third-party suppliers on a timely basis.

Moreover, even if clinical trials do begin for our preclinical programs, our development efforts may not be successful, and clinical trials that we conduct or that third parties conduct on our behalf may not demonstrate sufficient safety or efficacy to obtain the requisite regulatory approvals for any of our product candidates. Even if we obtain positive results from preclinical studies or initial clinical trials, we may not achieve the same success in future trials.

Historically, direct inhibition of any RAS protein has been challenging due to a lack of tractable, or "druggable," binding pockets. Given this approach is unproven, it may not be successful.

Historically, direct inhibition of any RAS protein has been challenging due to a lack of tractable, or "druggable," binding pockets. Our tri-complex technology has enabled us to design potent, cell-active inhibitors of multiple mutant RAS(ON) proteins. We are not aware of any programs in clinical development that have successfully targeted any RAS(ON) protein. We cannot be certain that our approach will lead to the development of approvable or marketable products, alone or in combination with other therapies.

The results of preclinical studies and early-stage clinical trials may not be predictive of future results.

The results of preclinical studies may not be predictive of the results of clinical trials, and the results of early-stage clinical trials may not be predictive of the results of the later-stage clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy despite having progressed through preclinical studies and initial clinical trials. For example, historically,

targeted therapies have been susceptible to resistance mutations in cancer cells that facilitate escape from anti-tumor response. Should such resistance mutations arise in patients being treated with our product candidates, the clinical benefit associated with those candidates may be compromised.

We recently initiated the RASolute 302 study and the RASolve 301 study with daraxonrasib, and are currently planning additional registrational clinical trials for RMC-6236 and our other RAS(ON) inhibitors. These studies may not produce results that are consistent with expectations or that are predicted by our earlier clinical observations for these compounds. Our plans for these and future planned registrational trials are, and will be based on our observations from the results of early-stage clinical trials using the same product candidates. Based on data from early-stage clinical trials, we will select, subject to regulatory feedback, the proposed indication, line of therapy, study design and dose and dose schedule for our registrational studies. However, these registrational studies, if initiated, may not be successful and may not produce results that are consistent with our expectations, based on our earlier clinical observations, including because other trial designs may have greater likelihood of development success.

There can be no assurance that any of our current or future clinical trials will ultimately be successful or support further clinical development of any of our product candidates. There is a high failure rate for product candidates proceeding through clinical trials. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in clinical development even after achieving promising results in earlier studies. Even if clinical trials with our product candidates are completed, the results may not be sufficient to obtain regulatory approval of any products.

If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in accordance with their protocols depends, among other things, on the ability to enroll a sufficient number of patients who remain in the trial until its conclusion. We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials to such trial's conclusion as required by the FDA or other comparable regulatory authorities. We or our future collaborators may experience difficulties in patient enrollment in our clinical trials for a variety of reasons. The enrollment of patients depends on many factors, including:

- the patient eligibility criteria defined in the protocol;
- our ability to enroll a sufficient number of patients with mutations in the signaling pathways that our therapies are designed to target;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to study sites;
- the design of the trial;
- the ability to recruit clinical trial investigators with the appropriate competencies and experience;
- clinicians' and patients' perceptions as to the potential advantages of our product candidate being studied in relation to other available therapies, including any new products that may be approved for the indications we are investigating;
- the ability to obtain and maintain patient consents for participation in our clinical trials and, where appropriate, biopsies for future patient enrichment efforts;
- the risk that patients enrolled in clinical trials will not remain on the trial through the completion of evaluation; and
- the ability of clinical trial investigators to enroll patients in cases of outbreak of disease, geopolitical or other conflicts or natural disasters, including as a result of the ongoing conflicts between Russia and Ukraine or in the Middle East.

In addition, our clinical trials will compete with approved therapies, including sotorasib and adagrasib, as well as other clinical trials for product candidates that are in the same therapeutic areas (and that seek to evaluate patients with cancer cells having the same mutations), particularly for patients having KRAS G12C or KRAS G12D mutations, as our current and potential future product candidates. This competition and competition with approved therapies will reduce the number and types of patients available for clinical trials involving our product candidates, because some patients who might have opted to enroll in our trials may instead opt to pursue a treatment regimen using an approved therapy or enroll in a trial conducted by one of our competitors. Because the number of qualified clinical investigators is limited, we conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such sites. Moreover, because our current and potential future product candidates may represent a departure from more commonly used methods for cancer treatment, potential patients and their doctors may be inclined to use conventional therapies, such as chemotherapy, rather than enroll patients in our ongoing or any future clinical trials.

Delays in patient enrollment may result in increased costs or may affect the timing or outcome of clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

We and our collaborators are currently developing, and may in the future develop, our product candidates in combination with other therapies, which exposes us to additional risks.

Some of our or our collaborators' development efforts involve combinations of our product candidates with therapeutics that have been approved for marketing by the FDA. For example, the development of our RAS(ON) inhibitors includes combinations with existing therapies, including chemotherapy agents, an anti-EGFR agent and a PD-1 inhibitor. In the future our product candidates may be developed in combination with one or more additional approved therapies. Even if any of our product candidates were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA or similar regulatory authorities outside of the United States could revoke approval of the other therapy used in combination with our product candidate, or that safety, efficacy, manufacturing or supply issues could arise with these other therapies. Combination therapies are commonly used for the treatment of cancer, and we would be subject to similar risks if we develop any of our product candidates for use in combination with other drugs or for indications other than cancer. This could result in our own products being removed from the market or being less successful commercially. In addition, developing combination therapies using approved therapeutics, which we are doing and may continue to do for our product candidates, exposes us to additional clinical risks, such as the requirement that we demonstrate the safety and efficacy of each active component of any combination regimen we may develop, including any incremental benefits associated with our product candidates, which may prove challenging.

We or our collaborators may also evaluate our current or future product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA or similar regulatory authorities outside of the United States or with approved cancer therapies at an unapproved dose and/or schedule, and/or with approved cancer therapies in unapproved indications. For example, the development of our RAS(ON) inhibitors includes combinations with other product candidates in our portfolio, including other RAS(ON) inhibitors. We will not be able to market and sell any of our product candidates in combination with any such cancer therapies, outside existing approved labels that do not ultimately obtain marketing approval.

If the FDA or similar regulatory authorities outside of the United States do not approve the other therapies we choose to evaluate in combination with any of our product candidates or revoke their approval of these other therapies, or if safety, efficacy, manufacturing or supply issues arise with these other therapies, we may be unable to obtain approval of or market or our product candidates.

We face significant competition, and if our competitors develop and market products that are more effective, safer or less expensive than our product candidates, our commercial opportunities will be negatively impacted.

The life sciences industry is highly competitive. We are currently developing therapies that will compete, if approved, with other products and therapies that currently exist or are being developed. Products we may develop in the future are also likely to face competition from other products and therapies, some of which we may not currently be aware of. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, universities and other research institutions. Many of our competitors have significantly greater financial, manufacturing, marketing, product development, technical and human resources than we do. Large pharmaceutical companies, in particular, have extensive experience in clinical testing, obtaining marketing approvals, recruiting patients and manufacturing pharmaceutical products. These companies also have significantly greater research and marketing capabilities than we do and may also have products that have been approved or are in late stages of development, and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel compounds or to in-license novel compounds that could make our product candidates obsolete. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. As a result of all of these factors, our competitors may succeed in obtaining patent protection and/or marketing approval or discovering, developing and commercializing products in our field before we do.

There are a number of companies developing or marketing treatments for cancer, including many major pharmaceutical and biotechnology companies. These treatments consist of small molecule drug products, biologics, cell-based therapies and traditional chemotherapy. Smaller and other early-stage companies may also prove to be significant competitors. In addition, academic research departments and public and private research institutions may be conducting research on compounds that could prove to be competitive.

There are several programs in clinical development targeting KRAS G12C, including programs directed at KRAS(OFF) G12C being conducted by Allist Pharmaceuticals (licensed from Jacobio Pharmaceuticals Co. Ltd.), Amgen Inc., Betta Pharmaceuticals Co., Ltd., Bristol Myers Squibb Company, Chengdu Huajian Future Technology Co. Ltd., D3 BIO, Inc., Eli Lilly, GenEros Biopharma Ltd., Genhouse Bio Co. Ltd., Guangzhou BeBetter Medicine Technology Co., Ltd., HUYA Bioscience (Jemincare), Innovent Biologics,

Inc. (licensed from Genfleet Therapeutics), InventisBio, Jiangsu Hansoh Pharmaceutical Group Co., Ltd., Jiangsu Hengrui Pharmaceuticals, Merck, Sharpe & Dohme LLC, Roche, Shanghai Junshi Biosciences Co., Ltd., Shanghai YingLi Pharmaceutical, Shouyao Holdings (Beijing) Co. Ltd. and Suzhou Zelgen Biopharmaceuticals., BridgeBio Pharma, Inc. and Frontier Medicines each have a dual KRAS(ON/OFF) G12C program in the clinic. There are also several clinical programs directed at KRAS G12D, including those being conducted by Allist Pharmaceuticals, Arvinas, Astellas Pharma Inc., AstraZeneca, Chengdu Hyperway, Eli Lilly, Genentech, Genfleet Therapeutics, Incyte Corporation, Jiangsu Hansoh, Jiangsu Hengrui Pharmaceuticals Company Ltd, J,iangxi Kerui, Kumquat Biosciences, PAQ Therapeutics, Qilu Pharmaceutical, Quanta Therapeutics, Ranok Therapeutics, Tyligand Bioscience and Verastem Oncology. Zelgen Biopharmaceuticals. In addition, there are a few clinical programs directed at KRAS G12V, including those being conducted by Affini-T Therapeutics, Anocca, ImmuXell, Neowise Biotechnology, and Yingkai Saiwei (Beijing) Biotechnology. Other clinical programs directed at mutant RAS, including pan-RAS or pan-KRAS inhibitors and Plk1 inhibitors, are being conducted, including those by Alaunos Therapeutics, Inc., Alterome, BeOne Medicines (previously known as BeiGene), Boehringer Ingelheim, BridgeBio, Cardiff Oncology, Chugai Pharmaceutical Co., Ltd., Eli Lilly, Elicio Therapeutics, Erasca, GenFleet Therapeutics, Gritstone bio, Inc., Jacobio, Moderna, Inc., Pfizer, Inc., Quanta Therapeutics, RasCal Therapeutics, Shanghai YingLi Pharmaceutical, Silenseed Ltd., Silexion Therapeutics, Treeline Biosciences, and Circio Holding (previously known as Targovax ASA). There are several programs in clinical development targeting SHP2, including those being conducted by Betta Pharmaceuticals Co., Ltd., Etern BioPharma (Shanghai) Co. Ltd., Genhouse Bio Co. Ltd., Hutchmed Ltd., HUYA Bioscience, InnoCare Pharma Ltd., Jacobio Pharmaceuticals Co. Ltd., Jiangsu Hansoh Pharmaceutical Group Co., Ltd., Nanjing Sanhome Pharmaceutical, Navire Pharma, Inc., a BridgeBio company (licensed to Bristol Myers Squibb Company), Novartis AG, Relay Therapeutics, Inc. (licensed to Roche), Shanghai Gopherwood Biotech Co., Ltd., and Shanghai Ringene Biopharma Co., Ltd. The above list includes corporate competitors that we are currently aware of and that are currently conducting clinical trials or marketing in geographies where we currently anticipate conducting clinical trials for our product candidates. However, companies operating in other geographies, smaller companies and companies with earlier stage programs may also prove to be significant competitors. In addition, academic research departments and public and private research institutions may be conducting research on compounds that could prove to be competitive.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe effects, are more convenient, have a broader label, are marketed more effectively, are reimbursed or are less expensive than any products that we may develop. Our competitors also may obtain FDA, EMA or other marketing approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Even if our product candidates achieve marketing approval, they may be priced at a significant premium over competitive products if any have been approved by then, resulting in reduced competitiveness.

Third parties compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. In addition, the biopharmaceutical industry is characterized by rapid technological change. If we fail to stay at the forefront of technological change, we may be unable to compete effectively. Technological advances or products developed by our competitors may render our product candidates obsolete, less competitive or not economical.

Some of our programs focus on the discovery and development of "Beyond Rule of 5" small molecules. Such molecules can be associated with longer development timelines and greater costs compared to traditional small molecule drugs. Our "Beyond Rule of 5" product candidates may take longer to develop and/or manufacture relative to traditional small molecules, and we may not be able to formulate "Beyond Rule of 5" candidates for certain routes of administration.

We enlist various technologies and capabilities that give us chemical access to challenging sites on target proteins that generally are not accessible using conventional small molecule drug discovery approaches. For each target, we consider the specific structural, physico-chemical, functional and dynamic properties of the target and deploy the approach or approaches that appear most likely to yield viable development candidates. The "Rule of 5" is a set of criteria used in pharmaceutical drug development to determine whether chemical compounds have certain physico-chemical properties that make them likely to be orally active drugs in humans. In some instances, the compounds we discover and develop are traditional small molecules (i.e., less than 500 daltons) with properties that generally satisfy conventional pharmaceutical "Rule of 5" criteria, while in other cases, they are larger (i.e., more than 500 daltons) "Beyond Rule of 5" (BRo5) compounds that do not satisfy these criteria. For example, our mTORC1 program and our RAS(ON) inhibitors each include pursuit of BRo5 compounds.

BRo5 compounds have been successfully pursued by many pharmaceutical companies. Examples of BRo5 compounds include natural products and semi-synthetic derivatives, peptidomimetics, macrocycles and degraders. However, larger molecular weight small molecules often cannot be formulated into orally absorbed drugs and also often face solubility, potency, bioavailability and stability challenges, among others. In addition, many of the commonly used predictive and other drug development tools are designed specifically for traditional "Rule of 5" small molecule drugs rather than BRo5 molecules, contributing to the difficulty and uncertainty of development of BRo5 compounds.

Due to their size and complexity, drug development of our BRo5 compounds may be slower and/or more expensive than drug development of traditional "Rule of 5" compounds, resulting in program delays, increased costs or failure to obtain regulatory approval in a commercially reasonable timeframe, if at all. Our competitors developing traditional small molecules in areas where we are developing BRo5 compounds could obtain regulatory approval and reach the market before we do. Even if we succeed in generating an approved drug from a BRo5 compound, it may be less convenient to administer, have higher grade and/or more frequent side effects or be more costly to manufacture and formulate than competing products on the market. The discovery and development of BRo5 small molecules may pose risks to us such as:

- BRo5 small molecules may present difficult synthetic chemistry and manufacturing challenges, including with any scale-up of our product candidates in sufficient quality and quantity;
- BRo5 small molecules may be challenging to purify, including with any scale-up of our product candidates in sufficient quality and quantity;
- BRo5 small molecules may present solubility challenges;
- BRo5 small molecules may present oral absorption challenges due to low passive permeability, and may not achieve acceptable oral bioavailability for development and may result in poor pharmaceutical properties for formulation development;
- BRo5 small molecules may present cell permeability challenges, especially with regards to lipophilicity, hydrogen bond donor and rotatable bond count, and high topological polar surface area;
- BRo5 small molecules may have a propensity to be substrates for efflux proteins such as the adenosine triphosphate (ATP) binding cassette (ABC) transporter protein family, including multidrug resistance protein 1. Cancer cells may overexpress these transporter proteins causing an increase in expulsion of BRo5 small molecules from the cell. For example, as the site of action of our RAS(ON) inhibitors is inside the cell, expulsion by these transporter proteins may decrease the effective concentration in the cell sufficiently to reduce target inhibition and thereby render a RAS-dependent tumor less susceptible to the inhibitory activity of a BRo5 small molecule, such as our product candidates;
- BRo5 small molecules may present central nervous system (CNS) penetration challenges due to low passive permeability and/or interaction with efflux transporters at the blood-brain barrier and this could limit sensitivity of CNS tumors to BRo5 small molecules;
- BRo5 small molecules may present formulation vehicle challenges for administration, such as intravenous and subcutaneous administration, due to aspects such as solubility and hydrophobicity;
- BRo5 small molecules may present stability and shelf-life limitations due to the incorporation of labile functionality in their scaffolds, including for example in the development of RMC-5552 which currently requires a cold chain storage of zero degrees Celsius; and
- BRo5 small molecules may present off-target toxicities due to physico-chemical properties such as lipophilicity, which is the ability to dissolve fats, oils and lipids, the presence of off-target pharmacophores in the molecule that can interact with other cellular proteins, or other characteristics that have not been fully characterized within a novel chemical scaffold or platform.

These and other risks related to our research and development of BRo5 small molecules may result in delays in development, an increase in development costs and/or the failure to develop any BRo5 small molecule to approval. As a result, our competitors may develop products more rapidly and cost effectively than we do if they are able to target the same indications as our product candidates using conventional small molecules. In particular, competitors may develop and commercialize products that compete with our RAS(ON) inhibitor product candidates.

The regulatory approval processes of the FDA, the EMA and comparable foreign authorities are lengthy, time-consuming and inherently unpredictable, and if we or our potential future collaboration partners are ultimately unable to obtain regulatory approval for our product candidates, our business will be substantially harmed.

The time required to obtain approval by the FDA, the EMA and comparable foreign authorities is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations, or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. We have not obtained regulatory approval for any product candidate, and it is possible that none of our current or future product candidates will ever obtain regulatory approval.

Our current and future product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA, the EMA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA, the EMA or comparable foreign regulatory authorities that a product candidate is safe or effective for its proposed indication or indications;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, the EMA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- the FDA, the EMA or comparable foreign regulatory authorities may disagree with our interpretation of data from clinical trials or preclinical studies;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of an NDA to the FDA or other submission or to obtain regulatory approval in the United States, the European Union (EU) or elsewhere;
- the FDA, the EMA or comparable foreign regulatory authorities may find deficiencies with or fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA, the EMA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

This lengthy approval process as well as the unpredictability of clinical trial results may result in our or our future collaborators' failure to obtain regulatory approval to market any of our product candidates. The FDA, the EMA and other comparable foreign authorities have substantial discretion in the approval process, and determining when or whether regulatory approval will be obtained for any product candidate that we develop. Even if we believe the data collected from future clinical trials of our product candidates are promising, this data may not be sufficient to support approval by the FDA, the EMA or any other regulatory authority.

In addition, even if we or our future collaborators were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we have sought, may not approve the prices we may desire to charge for our products, may grant approvals contingent on the performance of costly post-marketing clinical trials, or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could materially harm the prospects for our product candidates.

Further, we have not previously submitted an NDA to the FDA, or a Marketing Authorization Application (MAA) to the EMA or any other regulatory authority. We cannot be certain that any of our programs will be successful in clinical trials or receive regulatory approval. Further, our product candidates may not receive regulatory approval even if they are successful in clinical trials. If we do not receive regulatory approvals for our product candidates, we may not be able to continue our operations.

Clinical product development involves a lengthy and expensive process, with uncertain outcomes. We or our potential future collaboration partners may experience delays in completing, or ultimately be unable to complete, the development and commercialization of our current and future product candidates.

To obtain the requisite regulatory approvals to commercialize any of our product candidates, we must demonstrate through extensive preclinical studies and clinical trials that our products are safe or effective in humans. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process, and future clinical trials involving our product candidates may not be successful.

We may experience delays in completing our clinical trials or preclinical studies and initiating or completing additional clinical trials. We may also experience numerous unforeseen events during our clinical trials that could delay or prevent our ability to complete these clinical trials on the timelines we expect or otherwise delay or prevent our ability to receive marketing approval or commercialize our product candidates, including:

- actions by regulators, institutional review boards (IRBs) or ethics committees, which may cause us or our investigators to not commence or conduct a clinical trial at a prospective trial site or at all sites and cause us to pause or stop an in-process clinical trial;
- delays in reaching, or failing to reach, agreement on acceptable terms with prospective trial sites and prospective contract research organizations (CROs);

- delays in identifying, recruiting and training suitable clinical investigators;
- the number of patients required for clinical trials being larger than we anticipate;
- difficulty enrolling a sufficient number of patients for our clinical trials or enrollment in our trials being slower than we anticipate, including in both cases because appropriate patients must have the relevant mutations in the signaling pathways our therapies are designed to target;
- participants dropping out of our clinical trials or failing to return for post-treatment follow-up at a higher rate than we anticipate;
- patients or investigators not complying with our clinical trial protocols, particularly with respect to intermittent dosing, which we are evaluating for our product candidates;
- subjects experiencing severe or serious unexpected drug-related adverse effects;
- occurrence of serious adverse events in trials of the same class of agents conducted by other companies that could be considered similar to our product candidates;
- selection of clinical endpoints that require prolonged periods of clinical observation or extended analysis of the resulting data;
- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- the supply or quality of materials for our product candidates or other materials necessary to conduct clinical trials may be insufficient or inadequate;
- lack of adequate funding to continue a clinical trial, or costs being greater than we anticipate; and
- our collaborators may delay the development process by waiting to take action or focusing on other priorities.

We could encounter delays if a clinical trial is suspended or terminated by us, by the IRBs or ethics committees of the institutions in which any such trial is being conducted, by the data safety monitoring board for such trial or by the FDA or other regulatory authorities. Such authorities may impose such a suspension or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product, changes in government regulations or administrative actions or lack of adequate funding to continue the clinical trial. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of marketing approval of our product candidates.

Further, conducting clinical trials in foreign countries, as we or our collaborators may do for our current or future product candidates, presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled subjects in foreign countries to adhere to clinical protocols as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with foreign regulatory schemes, and political and economic risks, including war, relevant to these foreign countries.

Principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with their services. Under certain circumstances, we may be required to report some of these relationships to the FDA or comparable foreign regulatory authorities. The FDA or comparable foreign regulatory authority may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the study. The FDA or comparable foreign regulatory authority may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of marketing applications by the FDA or comparable foreign regulatory authority, as the case may be, for our product candidates and may ultimately lead to the denial of regulatory approval of one or more of our product candidates.

If we or our collaborators experience delays in the completion of, or termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate revenues from any of these product candidates will be delayed. In addition, any delays in completing clinical trials for our product candidates will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues. Clinical trial delays could also allow our competitors to bring products to market before we do or shorten any periods during which we have the exclusive right to commercialize our product candidates and impair our ability to commercialize our product candidates.

In addition, the FDA's and other regulatory authorities' policies with respect to clinical trials may change, and additional government regulations may be enacted. For instance, the regulatory landscape related to clinical trials in the EU recently evolved. The EU Clinical Trials Regulation (CTR), which was adopted in April 2014 and repealed the EU Clinical Trials Directive, became applicable on January 31, 2022, with a three-year transition period. The CTR provides for a centralized process and only requires the submission of a single application for multi-center trials. The CTR allows sponsors to make a single submission to both the competent authority and an ethics committee in each member state, leading to a single decision per member state. The assessment procedure of the clinical trial application (CTA) has been harmonized as well, including a joint assessment by all member states concerned, and a separate assessment by each member state with respect to specific requirements related to its own territory, including ethics rules. Each member state's decision is communicated to the sponsor via the centralized EU portal. Once the CTA is approved, clinical study development may proceed. As of February 1, 2025, all clinical trials (including those which are ongoing) in the EU are subject to the provisions of the CTR. Compliance with the CTR requirements by us and our third-party service providers, such as our CROs, may impact our development plans.

The United Kingdom's (UK) regulatory framework in relation to clinical trials is derived from pre-existing EU legislation (as implemented into UK law, through secondary legislation). Whether the regulation of clinical trials in the UK will mirror the (EU) CTR in the long term is not yet certain; however, in December 2024, the UK government introduced a legislative proposal, the Medicines for Human Use (Clinical Trials) Amendment Regulations 2024, that, if implemented, will replace the current regulatory framework for clinical trials in the UK. The legislative proposal aims to provide a more flexible regime to make it easier to conduct clinical trials in the UK, increase the transparency of clinical trials conducted in the UK and make clinical trials more patient centered. The UK government has provided the legislative proposal to the UK Parliament for its review and approval. Once the legislative proposal is approved (with or without amendment), it will be adopted into UK law which is expected in early 2026. A decision by the UK government not to closely align any new legislation with the new approach that has been adopted in the EU may have an effect on the cost of conducting clinical trials in the UK as opposed to countries in the EU.

If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies governing clinical trials, our development plans may be impacted.

Many of the factors described above that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates or result in the development of our product candidates being stopped early.

Interim, "topline" and preliminary data from our clinical trials may differ materially from the final data.

From time to time, we may disclose interim data from our clinical trials. For example, we have reported interim Phase 1 single agent clinical data for daraxonrasib, elironrasib and zoldonrasib. In each case, this interim data included a limited number of patients and time of exposure to the study drug. Interim data from clinical trials are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more data on existing patients become available. When a clinical trial is ongoing, the final results from the trial may be materially different from those reflected in any interim data we report.

From time to time, we may also publicly disclose preliminary or "topline" data from our clinical trials, which are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, including decisions to initiate pivotal clinical trials based on then-available data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the topline results that we report may differ from future results of the same clinical trials, or different conclusions or considerations may qualify such topline results once additional data have been received and fully evaluated. Topline data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, topline data should be viewed with caution until the final data are available.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and the value of our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is typically a summary of extensive information, and you or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure. Any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product, product candidate or our business. If the topline data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, our product candidates may be harmed.

Our current or future product candidates may cause undesirable side effects or have other properties when used alone or in combination with other approved products or investigational new drugs that could delay or halt their clinical development, prevent their marketing approval, limit their commercial potential or result in significant negative consequences.

Results of our trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. Undesirable or clinically unmanageable side effects could occur and cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of marketing approval by the FDA or comparable foreign regulatory authorities. Any treatment-related side effects could also affect patient recruitment in the relevant trial or other current or future trials involving the same product candidate or other product candidates, or the ability of enrolled patients to complete the trial, and could result in potential product liability claims.

For example, the safety and tolerability data we have released from the daraxonrasib, elironrasib and zoldonrasib studies included adverse events (AEs), including serious adverse events (SAEs) and AEs that led to dose interruption or reduction.

Although our current and future product candidates will undergo safety testing to the extent possible and, where applicable, under such conditions discussed with regulatory authorities, not all adverse effects of drugs can be predicted or anticipated.

Unforeseen side effects could arise either during clinical development or, if such side effects are rarer, following approval or commercialization after exposure to additional patients. So far, we have not demonstrated that our product candidates are safe in humans, and we cannot predict if ongoing or future clinical trials will do so.

Furthermore, certain of our product candidates are currently being, and may in the future be, co-administered with approved or experimental therapies. These combinations may have additional side effects, including those that could lead us to discontinue the studies. The uncertainty resulting from the use of our product candidates in combination with other therapies may make it difficult to accurately predict side effects in future clinical trials.

If any of our product candidates receives marketing approval and we or others later identify undesirable side effects caused by such products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw their approval of the product;
- we may be required to recall a product or change the way such product is administered to patients;
- additional restrictions may be imposed on the marketing of the particular product or the manufacturing processes for the product or any component thereof;
- regulatory authorities may require the addition of labeling statements, such as a “black box” warning or a contraindication;
- we may be required to implement a risk evaluation and mitigation strategy (REMS) or create a medication guide outlining the risks of such side effects for distribution to patients;
- we could be sued and held liable for harm caused to patients;
- the product may become less competitive; and
- our reputation may suffer.

Any of the foregoing events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved. In addition, if one or more of our product candidates prove to be unsafe, our entire technology platform and pipeline could be affected.

Even if we complete the necessary preclinical studies and clinical trials, the marketing approval process is expensive, time-consuming and uncertain and may prevent us or any of our existing or potential future collaboration partners from obtaining approvals for the commercialization of any of our product candidates.

Any of our current or future product candidates and the activities associated with their development and commercialization, including their design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale, and distribution, are subject to comprehensive regulation by the FDA and other regulatory authorities in the United States and by comparable authorities in other countries. Failure to obtain marketing approval for a product candidate will prevent us from commercializing the product candidate in a given jurisdiction. We have not received approval to market any product candidates from regulatory authorities in any jurisdiction, and it is possible that none of our current or future product candidates will ever obtain regulatory approval. We have no experience submitting and supporting the applications necessary to gain marketing approvals and

expect to rely on third-party CROs or regulatory consultants to assist us in this process. Securing regulatory approval requires the submission of extensive preclinical and clinical data and supporting information to the various regulatory authorities for each therapeutic indication to establish the product candidate's safety and efficacy. Securing regulatory approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the relevant regulatory authority. Any of our product candidates may not be effective, may be only moderately effective, or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval or prevent or limit commercial use.

The process of obtaining marketing approvals, both in the United States and abroad, is expensive, may take many years if additional clinical trials are required, if approval is obtained at all, and can vary substantially based upon a variety of factors, including the type, complexity, and novelty of the product candidates involved. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted product application, may cause delays in the approval or rejection of an application. For instance, the EU pharmaceutical legislation is currently undergoing a complete review process, in the context of the Pharmaceutical Strategy for Europe initiative, launched by the European Commission in November 2020. The European Commission's proposal for revision of several legislative instruments related to medicinal products was published in April 2023, and would, among other things, potentially reduce the duration of regulatory data protection and revise the eligibility for expedited pathways. The proposed revisions remain to be agreed and adopted by the European Parliament and European Council, and the proposals may therefore be substantially revised before adoption, which is not anticipated before early 2026. The revisions may, however, have a significant long-term impact on the biopharmaceutical industry.

The FDA and comparable authorities in other countries have substantial discretion in the approval process and may refuse to accept any application or may decide that our data are insufficient for approval and require additional preclinical, clinical or other studies. In addition, varying interpretations of the data obtained from preclinical and clinical testing could delay, limit, or prevent marketing approval of a product candidate. Any marketing approval we or our potential future collaboration partners ultimately obtain may be limited or subject to restrictions or post-approval commitments that render the approved product not commercially viable.

If we or potential future collaboration partners experience delays in obtaining approval or if we fail to obtain approval of any of our current or future product candidates, the commercial prospects for those product candidates may be harmed.

Obtaining and maintaining marketing approval of our current and future product candidates in one jurisdiction does not mean that we or our potential future collaboration partners will be successful in obtaining marketing approval of our current and future product candidates in other jurisdictions.

Obtaining and maintaining marketing approval of our current and future product candidates in one jurisdiction does not guarantee that we or our potential future collaboration partners will be able to obtain or maintain marketing approval in any other jurisdiction, while a failure or delay in obtaining marketing approval in one jurisdiction may have a negative effect on the marketing approval process in others. For example, even if the FDA grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical studies or clinical trials as clinical studies conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that may be charged for the products is also subject to approval.

We and our potential future collaboration partners may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the United States have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign marketing approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we or our potential future collaboration partners fail to comply with the regulatory requirements in international markets or receive applicable marketing approvals in international markets, the target market for our product candidates will be reduced, and our ability to realize the full market potential of our product candidates will be harmed.

Adverse events in the field of oncology or the biopharmaceutical industry could damage public perception of our current or future product candidates and negatively affect our business.

The commercial success of our products will depend in part on public acceptance of the use of targeted cancer therapies. While a number of targeted cancer therapies have received regulatory approval and are being commercialized, our approach to targeting cancer cells carrying tumor causing mutations, including oncogenic RAS(ON) pathway mutations, is novel and unproven. Adverse events in clinical trials of our product candidates, or post-marketing activities, or in clinical trials of others developing similar products or that are related to approved targeted therapies, particularly those targeting oncogenic RAS pathway mutations, including sotorasib and adagrasib and the resulting publicity, as well as any other adverse events in the field of oncology that may occur in the future, could

result in a decrease in demand for any product that we may develop. If public perception is influenced by claims that the use of cancer therapies is unsafe, whether related to our therapies or those of our competitors, our product candidates or products, if approved, may not be accepted by the general public or the medical community.

Future adverse events in oncology or the biopharmaceutical industry could also result in greater government regulation, stricter labeling requirements and potential regulatory delays in the testing or approvals of our products. Any increased scrutiny could delay or increase the costs of obtaining marketing approval for our current or future product candidates.

Even if we or our potential future collaboration partners receive marketing approval of a product candidate, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense, and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our products, if approved.

Any marketing approvals that we or our potential future collaboration partners receive for any current or future product candidate may be subject to limitations on the approved indicated uses for which the product may be marketed or the conditions of approval, or contain requirements for potentially costly post-market testing and surveillance to monitor the safety and efficacy of the product candidate. The FDA may also require REMS as a condition of approval of any product candidate, which could include requirements for a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA or a comparable foreign regulatory authority approves a product candidate, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, import and export and record keeping for the product will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with current Good Manufacturing Practice (cGMP) or similar foreign requirements and Good Clinical Practice (GCP) for any clinical trials that we conduct post-approval. Later discovery of previously unknown problems with any approved candidate, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or product recalls;
- restrictions on product distribution or use, or requirements to conduct post-marketing studies or clinical trials;
- fines, untitled and warning letters, or holds on clinical trials;
- refusal by the FDA or comparable foreign authorities to approve pending applications or supplements to approved applications or suspension or revocation of approvals;
- product seizure or detention, or refusal to permit the import or export of the product; and
- injunctions or the imposition of civil or criminal penalties.

The occurrence of any event or penalty described above may inhibit our or our potential future collaboration partners' ability to commercialize our product candidates and generate revenue and could require us to expend significant time and resources in response and could generate negative publicity.

The FDA's and other regulatory authorities' policies may change, and additional government regulations may be enacted that could prevent, limit or delay marketing approval of a product. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we or our collaborators are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained.

Even if a current or future product candidate receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success.

If any of our current or future product candidates receives marketing approval, whether as a single agent or in combination with other therapies, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, third-party payors, and others in the medical community to be a viable product. For example, current approved immunotherapies, and other cancer treatments like chemotherapy and radiation therapy, are well established in the medical community, and doctors may continue to rely on these therapies. The degree of market acceptance of any product candidate, if approved for commercial sale, will depend on a number of factors, including:

- efficacy and potential advantages compared to alternative treatments;
- the ability to offer our products, if approved, for sale at competitive prices;
- convenience and ease of administration compared to alternative treatments;

- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing and distribution support;
- the ability to obtain sufficient third-party coverage and adequate reimbursement, including with respect to the use of the approved product as a combination therapy;
- adoption of a companion diagnostic and/or complementary diagnostic (if any); and
- the prevalence and severity of any side effects.

The market opportunities for any of our current or future product candidates, if and when approved, may be limited to those patients who are ineligible for established therapies or for whom prior therapies have failed, and may be small.

Cancer therapies are sometimes characterized as first-line, second-line or third-line. When cancer is detected early enough, first-line therapy — usually chemotherapy, hormone therapy, surgery, radiation therapy or a combination of these — is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third-line therapies are administered to patients when prior therapy is not effective. We expect to initially seek approval of our product candidates as a therapy for patients who have received one or more prior treatments. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval potentially as a first-line therapy, but there is no guarantee that our product candidates, even if approved, would be approved for first-line therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

The number of patients who have the cancers we are targeting, including those with the necessary mutations, may turn out to be lower than expected. Additionally, the potentially addressable patient population for our current programs or future product candidates may be limited, if and when approved. Even if we obtain significant market share for any product candidate, if and when approved, if the potential target populations are small, we may never achieve commercial success without obtaining marketing approval for additional indications, including to be used as first-line therapy.

Even if we are able to commercialize any product candidates, such products may become subject to unfavorable pricing regulations or third-party coverage and reimbursement policies.

The regulations that govern marketing approvals, pricing and reimbursement for new products vary widely from country to country. Some countries require approval of the sale price of a product before it can be marketed. In many countries, the pricing review period begins after marketing approval is granted. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing government control even after initial approval is granted. As a result, we or our potential future collaboration partners might obtain marketing approval for a product candidate in a particular country, but then be subject to price regulations that delay the commercial launch of the product candidate, possibly for lengthy time periods, and negatively impact the revenues we are able to generate from the sale of the product candidate in that country. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates, even if our product candidates obtain marketing approval.

Our and our potential future collaboration partners' ability to commercialize any product candidates, whether as a single agent or combination therapy, successfully will also depend in part on the extent to which coverage and reimbursement for these product candidates and related treatments will be available from government authorities, private health insurers and other organizations. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels.

It is difficult to predict at this time what government authorities and third-party payors will decide with respect to coverage and reimbursement for our programs.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, as the process is time-consuming and costly, and coverage may be more limited than the purposes for which the drug is approved by the FDA or comparable foreign regulatory authorities. Additionally, no uniform policy requirement for coverage and reimbursement for drug products exists among third-party payors in the United States, which may result in coverage and reimbursement for drug products that can differ significantly from payor to payor. Moreover, eligibility for reimbursement does not imply that any drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim reimbursement levels for new drugs, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of existing laws that restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies.

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular products and requiring substitutions of generic products and/or biosimilars. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for drugs. We cannot be sure that coverage will be available for any of our product candidates, even if approved, and, if coverage is available, the level of reimbursement. These third-party payors are also examining the cost-effectiveness of drugs in addition to their safety and efficacy. Reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If reimbursement is not available or is available only to limited levels, we or our potential third party collaborators may not be able to successfully commercialize any product candidate even if approved.

We may fail to select or capitalize on the most scientifically, clinically and commercially promising or profitable drug candidates including mutant RAS(ON) targets.

We have limited technical, managerial and financial resources to determine which of our potential assets, including our RAS(ON) inhibitors, should be advanced into further preclinical development, initial clinical trials, later-stage clinical development and potential commercialization. From our RAS(ON) inhibitors, we have selected daraxonrasib, elironrasib and zoldonrasib for clinical evaluation. In making these prioritization decisions and selecting development candidates from our preclinical assets, we may make incorrect determinations. Our decisions to allocate our research and development, management and financial resources toward particular development candidates or therapeutic areas, including the RASolute 302 study, the RASolve 301 study and other pivotal trials, may not lead to the development of viable commercial products and may divert resources from better opportunities. Similarly, our decisions to delay or terminate development programs may also be incorrect and could cause us to miss valuable opportunities.

We may not be successful in our efforts to identify or discover other product candidates and may fail to capitalize on programs, product candidates or indications or lines of therapy for which there is a greater likelihood of success or that may present a greater commercial opportunity.

The success of our business depends upon our ability to identify, develop and commercialize product candidates. Research programs to identify new product candidates require substantial technical, financial and human resources, and we may fail to identify potential product candidates for numerous reasons.

Additionally, because we have limited resources and because of the decisions we make based on our observations from the results of earlier-stage clinical trials, we may forego or delay pursuit of opportunities with certain programs or product candidates or for indications or lines of therapy that later prove to have a greater likelihood of success or for which there is greater commercial potential. For example, we may design our clinical trials, including our pivotal clinical trials, based on our observations from earlier-stage clinical trials. In doing so, we may make decisions regarding our study design, including our selection of the inclusion and exclusion criteria and endpoints, as well as our selection of dose and dose schedule and other factors, for those trials, while other study designs and dosing regimens may have a greater likelihood of success.

However, the advancement of a particular product candidate may ultimately prove to be unsuccessful or less successful than another program in our pipeline that we might have chosen to pursue on a less aggressive basis. Our estimates regarding the potential market for our product candidates could be inaccurate, and our spending on current and future research and development programs may not yield any commercially viable products. If we do not accurately evaluate the commercial potential for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. Alternatively, we may allocate internal resources to a product candidate in a therapeutic area in which it would have been more advantageous to enter into a partnering arrangement.

If any of these events occur, we may be forced to abandon or delay our development efforts with respect to a particular product candidate or fail to develop a potentially successful product candidate.

We may need to use existing commercial diagnostic tests or develop, or enter into a collaboration or partnership to develop, novel complementary diagnostics and/or novel companion diagnostics for some of our current or future product candidates. If we or our partners are unable to successfully develop these companion diagnostics or complementary diagnostics, or experience significant delays in doing so, we may not realize the full commercial potential of our future product candidates.

As one of the key elements of our product development strategy, we seek to identify cancer patient populations that may derive meaningful benefit from our current or future product candidates. Because predictive biomarkers may be used to identify the right patients for our programs and our current or future product candidates, we believe that our success may depend, in part, on our ability to use existing diagnostic tests from third parties or develop novel complementary diagnostics and/or novel companion diagnostics in collaboration with partners.

In the event that novel tests will need to be developed, we have little experience in the development of diagnostics. We expect to rely on partners in developing appropriate diagnostics to pair with our current or future product candidates. We may be unsuccessful in entering into or maintaining collaborations for the development of companion diagnostics for use with our current or future product candidates in our markets of interest.

Complementary diagnostics and companion diagnostics are subject to regulation by the FDA and similar regulatory authorities outside the United States as medical devices and require separate regulatory approval, clearance or certification prior to commercialization. In addition, if the FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, the FDA generally will not approve the therapeutic product or new therapeutic product indication if the companion diagnostic is not also approved or cleared for that indication. Companion diagnostics are developed in conjunction with clinical programs for the associated therapeutic product, and the FDA has generally required premarket approval of companion diagnostics for cancer therapies. The approval or clearance of a companion diagnostic as part of the therapeutic product's further labeling limits the use of the therapeutic product to only those patients who express the specific characteristic, such as a biomarker, that the companion diagnostic was developed to detect.

If we, our partners, or any third parties that we engage to assist us, are unable to successfully develop complementary diagnostics and/or companion diagnostics for our product candidates and any future product candidates, or we experience delays in doing so:

- the development of our product candidates and any other future product candidates may be adversely affected if we are unable to appropriately select patients for enrollment in our clinical trials;
- we may be unable to obtain approval for any of our product candidates for which the FDA or foreign regulatory authority has determined a companion diagnostic is required; and
- we may not realize the full commercial potential of our product candidates and any other future product candidates that receive marketing approval if, among other reasons, we are unable to appropriately identify, or it takes us longer to identify, patients who are likely to benefit from therapy with our products, if approved.

Even if we or our current or future partners are successful in the development of diagnostics for use with our current or future product candidates, there are also risks associated with the commercial supply of these diagnostics.

We may seek and fail to obtain fast track or breakthrough therapy designations for our current or future product candidates. Even if we are successful, these programs may not lead to a faster development or regulatory review process, and they do not guarantee we will receive approval for any product candidate.

If a product is intended for the treatment of a serious or life-threatening condition, and preclinical or clinical data demonstrate the potential to address an unmet medical need for this condition, the product sponsor may apply for fast track designation. Specifically, drugs are eligible for fast track designation if they are intended, alone or in combination with one or more drugs or biologics, to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product candidate and the specific indication for which it is being studied. The sponsor of a fast track product candidate has opportunities for more frequent interactions with the applicable FDA review team during product development and, once an NDA is submitted, the application may be eligible for priority review. An NDA submitted for a fast track product candidate may also be eligible for rolling review, where the FDA may consider for review sections of the NDA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the NDA, the FDA agrees to accept sections of the NDA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the application.

The FDA has broad discretion whether to grant fast track designation, so, even if we believe a particular product candidate is eligible for this designation, the FDA may reach a different conclusion and not grant it. Even if we do receive fast track designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may rescind any fast track designation if it believes that the designation is no longer supported by data from our clinical development program.

We may also seek breakthrough therapy designation for our product candidates. A breakthrough therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over currently existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For product candidates that have been designated as breakthrough therapies, increased interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Drugs and biologics designated as breakthrough therapies also receive the same benefits associated with fast track designation, including eligibility for rolling review of a submitted NDA, if the relevant criteria are met. Like

fast track designation, breakthrough therapy designation is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. Daraxonrasib has been granted breakthrough therapy designation in previously treated, metastatic PDAC patients with KRAS G12 mutations and elironrasib was granted breakthrough therapy designation for the treatment of adult patients with KRAS G12C-mutated locally advanced or metastatic NSCLC who have received prior chemotherapy and immunotherapy but have not been previously treated with a KRAS G12C inhibitor. The receipt of these breakthrough therapy designation (and any future designations we may receive for a product candidate) may not result in a faster development process, review or approval compared to drugs considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if a product candidate qualifies as a breakthrough therapy, the FDA may later decide that the drug no longer meets the conditions for qualification and rescind the designation.

Jurisdictions where we may seek to pursue product candidates outside of the United States have processes similar to the breakthrough designation and fast track processes described above, and to the extent we or our collaborators desire to enter these markets, we will face similar risks and challenges as those described in the United States.

We may attempt to secure approval from the FDA through the use of the accelerated approval pathway. If we are unable to obtain this approval, we may be required to conduct additional preclinical studies or clinical trials beyond those that we contemplate, which could increase the expense of obtaining, and delay the receipt of, necessary regulatory approvals. Even if we receive accelerated approval from the FDA, if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post-marketing requirements, the FDA may seek to withdraw any accelerated approval we have obtained.

We may in the future seek accelerated approval for one or more of our product candidates. Under the accelerated approval program, the FDA may grant accelerated approval to a product candidate designed to treat a serious or life-threatening condition that provides meaningful therapeutic benefit over available therapies upon a determination that the product candidate has an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease, such as irreversible morbidity or mortality. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign, or other measure that is thought to predict clinical benefit, but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit.

The accelerated approval pathway may be used in cases in which the advantage of a new drug over available therapy may not be a direct therapeutic advantage, but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval is usually contingent on the sponsor's agreement to conduct, in a diligent manner, additional confirmatory studies to verify and describe the drug's clinical benefit. If such post-approval studies fail to confirm the drug's clinical benefit or are not completed in a timely manner, the FDA may withdraw its approval of the drug on an expedited basis. In addition, in December 2022, President Biden signed an omnibus appropriations bill to fund the U.S. government through fiscal year 2023. The omnibus bill included the Food and Drug Omnibus Reform Act of 2022, which, among other things, provided the FDA new statutory authority to mitigate potential risks to patients from continued marketing of ineffective drugs previously granted accelerated approval. Under these provisions, the FDA may require a sponsor of a product seeking accelerated approval to have a confirmatory trial underway prior to such approval being granted.

Prior to seeking accelerated approval for any of our product candidates, we intend to seek feedback from the FDA and will otherwise evaluate our ability to seek and receive accelerated approval. There can be no assurance that after our evaluation of the feedback and other factors we will decide to pursue or submit an NDA for accelerated approval or any other form of expedited development, review or approval. Furthermore, if we decide to submit an application for accelerated approval for our product candidates, there can be no assurance that such application will be accepted or that any expedited development, review or approval will be granted on a timely basis, or at all. The FDA or other comparable foreign regulatory authorities could also require the conduct of further studies prior to considering our (or one of our potential future collaboration partners') applications or granting approval of any type. A failure to obtain accelerated approval or any other form of expedited development, review or approval for our product candidate would result in a longer time period until commercialization of such product candidate, if at all, could increase the cost of development of such product candidate and could harm our competitive position in the marketplace.

We may seek orphan drug designation for our product candidates, and we may be unsuccessful or may be unable to maintain the benefits associated with orphan drug designation, including the potential for market exclusivity.

As part of our business strategy, we may seek orphan drug designation for our product candidates. Regulatory authorities in some jurisdictions, including the United States, may designate drugs for relatively small patient populations as orphan drugs or, in the EU, orphan medicinal products. Under the Orphan Drug Act, the FDA may designate a drug as an orphan drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the

United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States. In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers.

Similarly, in the EU, the European Commission grants orphan medicinal product designation after receiving the opinion of the EMA Committee for Orphan Medicinal Products on an orphan medicinal product designation application. Orphan medicinal product designation is intended to promote the development of medicines (1) that are intended for the diagnosis, prevention or treatment of life-threatening or chronically debilitating conditions where (2) either (a) such conditions affect no more than 5 in 10,000 persons in the EU when the application is made, or (b) the product, without the benefits derived from orphan status, would not generate sufficient return in the EU to justify the investment needed for its development; and (3) for which no satisfactory method of diagnosis, prevention, or treatment has been authorized (or if such method exists, the product would be a significant benefit to those affected). In the EU, orphan designation entitles a party to a number of incentives, such as protocol assistance and scientific advice specifically for designated orphan medicines, and potential fee reductions depending on the status of the sponsor.

Generally, if a drug with an orphan drug designation subsequently receives the first marketing approval for the disease or condition for which it has such designation, the drug is entitled to a period of marketing exclusivity, which precludes the FDA or foreign authorities from approving another marketing application for the same drug for the same disease or condition for that time period, except in limited circumstances. The applicable period is seven years in the United States and ten years in the EU. The European exclusivity period can be reduced to six years if a drug no longer meets the criteria for orphan drug designation or if the drug is sufficiently profitable such that market exclusivity is no longer justified.

We may be unsuccessful in obtaining orphan drug designation for our product candidates. In addition, even if we obtain orphan drug exclusivity for a product candidate, that exclusivity may not effectively protect the product candidate from competition because different therapies can be approved for the same disease or condition. Even after an orphan drug is approved, the FDA or comparable foreign authorities can subsequently approve the same drug for the same disease or condition if the FDA or comparable foreign authorities conclude that the later drug is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care. In addition, a designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the disease or condition for which it received orphan designation. Moreover, orphan drug exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantity of the drug to meet the needs of patients with the rare disease or condition. Orphan drug designation neither shortens the development time or regulatory review time of a drug nor gives the drug any advantage in the regulatory review or approval process. While we may seek orphan drug designation for applicable indications for our current and any future product candidates, we may never receive such designations. Even if we do receive such designations, there is no guarantee that we will enjoy the benefits of those designations, including marketing exclusivity.

We have received a Commissioner's National Priority Voucher (CNPV) from FDA for daraxonrasib, but we may not realize any benefit from our participation in the FDA's CNPV Pilot Program, and any changes to or termination of the CNPV Pilot Program could delay or adversely affect development and review of our product candidates.

In June 2025, the FDA announced the CNPV Pilot Program to test an expedited review process for certain drugs and biologics that are designed to address certain national priorities identified by the FDA, including drugs of biologics that are intended to address a U.S. public health crisis, deliver more innovative cures for the American people, address a large unmet medical need, onshore drug development and manufacturing, or increase affordability. Drugs or biologics accepted into the CNPV Pilot Program will receive a CNPV, which according to the FDA, entitles the recipient to accelerated FDA review of a marketing application or supplement for a drug or biologic that aligns with the CNPV Pilot Program's goals, along with enhanced communication through the application review process, multidisciplinary team-based evaluation and potential for accelerated approval, if the relevant requirements are met. As described by the FDA, CNPVs may not be transferred, and must be applied within two years of being issued. Further, CNPVs do not change the FDA's standards for review and approval of a Biologics License Application, NDA or supplement, as applicable. In October 2025, the FDA included daraxonrasib in its initial group of CNPV recipients.

The CNPV program, however, is new, limited in scope, and subject to evolving guidance, and available FDA resources. The FDA retains broad discretion to modify the criteria, processes, or benefits of the pilot and may rescind participation or alter timelines or the intended benefits at any time.

In addition, the CNPV for daraxonrasib is non-transferable and requires that we meet specific procedural and data-submission milestones; failure to do so could eliminate anticipated benefits or result in revocation or expiration of the CNPV. Accordingly, participation in the CNPV Pilot Program does not ensure that our product candidates will be accepted for filing, reviewed on a shortened timeline, or ultimately approved. If FDA modifies or terminates the CNPV Pilot Program for any reason, or if we are unable to comply with its requirements, our current development plans and anticipated timelines could be adversely affected.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of any approved products.

We face an inherent risk of product liability as a result of the clinical testing of product candidates and will face an even greater risk if we commercialize any products. For example, we may be sued if any of our product candidates causes or is perceived to cause injury or is found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of any approved products. Even successful defense would require significant financial and management resources.

Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for any approved product;
- injury to our reputation;
- withdrawal of clinical trial participants;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- exhaustion of available insurance and our capital resources and potential increases in our insurance premiums and/or retention amounts; and
- our inability, or limitations on our ability, to commercialize any product.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop, alone or with collaboration partners.

Insurance coverage is increasingly expensive. We may not be able to maintain insurance at a reasonable cost or in an amount adequate to satisfy any liability that may arise, if at all. Our insurance policy contains various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any current or future collaborator entitle us to indemnification against losses, such indemnification is limited and may not be available or adequate should any claim arise.

Healthcare legislative reform measures may significantly impact our business and results of operations.

In the United States, there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Patient Protection and Affordable Care Act (the ACA) was passed, which substantially changed the way healthcare is financed by both government and private insurers, and significantly impacts the U.S. pharmaceutical industry. The ACA, among other things, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations, established annual fees and taxes on manufacturers of certain branded prescription drugs.

Since its enactment, there have been judicial, executive and Congressional challenges to certain aspects of the ACA. In June 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In March 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminated the statutory cap on the Medicaid drug rebate beginning January 1, 2024. The rebate was previously capped at 100% of a drug's average manufacturer price.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. In August 2022, the Inflation Reduction Act of 2022 (IRA) was signed into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (beginning in 2026), with prices that can be negotiated subject to a cap; imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023); and replaces the Part D coverage gap discount program with a new manufacturer discounting program (which began in 2025). The IRA permits the

Secretary of the Department of Health and Human Services (HHS) to implement many of these provisions through guidance, as opposed to regulation, for the initial years. HHS has and will continue to issue and update guidance as these programs are implemented. In August 2024, HHS announced the negotiated prices for the initial ten drugs, which will first be effective in 2026, and in January 2025, HHS announced the second set of drugs that will be subject to price negotiations. Because the Medicare drug price negotiation program is currently subject to legal challenges, and for other reasons, it is currently unclear how the IRA will be effectuated, and the impact of the IRA on our business and the pharmaceutical industry cannot yet be fully determined.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our product candidates, complementary diagnostics or companion diagnostics, or impose additional pricing pressures.

Additionally, there has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs.

In addition, FDA regulations and guidance may be revised or reinterpreted by the FDA in ways that may significantly affect our business. Any new regulations or guidance, or revisions or reinterpretations of existing regulations or guidance, may impose additional costs or lengthen FDA review times for our product candidates. We cannot determine how changes in regulations, statutes, policies, or interpretations when and if issued, enacted or adopted may affect our business in the future.

Disruptions at the FDA and other government agencies caused by funding shortages, staffing limitations or global health concerns could hinder their ability to hire and retain key leadership and other personnel, prevent new products and services from being developed or commercialized in a timely manner or otherwise prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business.

The ability of the FDA and foreign regulatory agencies to review and approve new products can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory, and policy changes. Average review times at the FDA and foreign regulatory agencies have fluctuated in recent years as a result.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, in recent years, including in 2025, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical employees and stop critical activities. In addition, the current U.S. Presidential administration has issued certain policies and Executive Orders directed towards reducing the employee headcount and costs associated with U.S. administrative agencies, including the FDA, and it remains unclear the degree to which these efforts may limit or otherwise adversely affect the FDA's ability to conduct routine activities. Separately, in response to the COVID-19 pandemic, the FDA postponed most inspections of domestic and foreign manufacturing facilities at various points. More recently, there have been layoffs and resignations at the FDA and other federal agencies. If a prolonged government shutdown occurs or the FDA or other agencies experiences other delays due to funding shortages, staffing shortages or otherwise, it could significantly impact the ability of those agencies to timely review and process our regulatory submissions.

We are subject to stringent privacy laws, information security policies and contractual obligations governing the use, processing and transfer of personal information.

The global data protection landscape is rapidly evolving, and we are or may become subject to numerous, federal, state and foreign laws, requirements and regulations governing the collection, use, disclosure, retention and security of personal information, such as information that we may collect in connection with clinical trials in the United States and abroad. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or foreign laws or regulations, our internal policies and procedures or our contracts governing our processing of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation.

As our operations and business grow, we may become subject to or affected by new or additional data protection laws and regulations and face increased scrutiny or attention from regulatory authorities. In the United States, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes, among other things, certain standards relating to the privacy, security, transmission and

breach reporting of individually identifiable health information. We may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. While we do not believe that we are currently acting as a covered entity or business associate under HIPAA and thus are not directly regulated under HIPAA, any person may be prosecuted under HIPAA's criminal provisions either directly or under aiding-and-abetting or conspiracy principles. Consequently, depending on the facts and circumstances, we could face substantial criminal penalties if we knowingly receive individually identifiable health information from a HIPAA-covered healthcare provider or research institution that has not satisfied HIPAA's requirements for disclosure of individually identifiable health information.

Further, various states have implemented certain data privacy and security laws and regulations that impose restrictive requirements regulating the use and disclosure of health-related and other personal information. For example, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, the CCPA) requires certain businesses that process personal information of California residents to, among other things: provide certain disclosures to California residents regarding the business's collection, use, and disclosure of their personal information; receive and respond to requests from California residents to access, delete and correct their personal information, or opt-out of certain disclosures of their personal information; and enter into specific contractual provisions with service providers that process California resident personal information on the business's behalf. Similar laws have been passed in other states, and are continuing to be proposed at the state and the federal level, reflecting a trend toward more stringent privacy legislation in the United States. The enactment of such laws could have potentially conflicting requirements that would make compliance challenging. In the event that we are subject to or affected by HIPAA or the CCPA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.

State laws and regulations are not necessarily preempted by federal laws and regulations, such as HIPAA, particularly if a state affords greater protection to individuals than federal law. Where state laws are more protective, we must comply with the stricter provisions. In addition to fines and penalties imposed upon violators, some of these state laws also afford private rights of action to individuals who believe their personal information has been misused. The interplay of federal and state laws may be subject to varying interpretations by courts and government agencies, creating complex compliance issues for us and data we receive, use and share, potentially exposing us to additional expense, adverse publicity and liability. Legal requirements relating to the collection, storage, handling, and transfer of personal information and personal data continue to evolve and may result in increased public scrutiny and escalating levels of enforcement, sanctions and increased costs of compliance.

The processing of personal data in the European Economic Area (EEA) is governed by the General Data Protection Regulation (the GDPR). The GDPR imposes stringent requirements for controllers and processors of personal data. The GDPR applies extraterritorially, and we may be subject to the GDPR because of our data processing activities that involve the personal data of individuals located in the EEA, or in the context of our activities within the EEA, such as in connection with any EEA clinical trials. The GDPR may impose additional obligations and liability in relation to the personal data that we process, and we may be required to put in place additional mechanisms to ensure compliance with its requirements. This may be onerous and may interrupt or delay our development activities. If we or our vendors fail to comply with the GDPR and the applicable national data protection laws of the EEA member states, or if regulators assert we have failed to comply with these laws, it may lead to regulatory enforcement actions, which can result in, among other things, monetary penalties of up to €20,000,000 or up to 4% of the total worldwide annual turnover of the noncompliant undertaking for the preceding financial year, whichever is higher, and other administrative penalties. The GDPR also imposes strict rules on the transfer of personal data out of the EEA to the United States and other third countries that have not been found to provide adequate protection to such personal data, and the efficacy and longevity of current transfer mechanisms between the EEA and the United States remains uncertain. Case law from the Court of Justice of the European Union states that reliance on the standard contractual clauses – a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism – alone may not necessarily be sufficient in all circumstances, and that transfers must be assessed on a case-by-case basis.

The European Commission adopted its Adequacy Decision in relation to the EU-U.S. Data Privacy Framework (the DPF) in July 2023, rendering the DPF effective as a GDPR transfer mechanism to U.S. entities self-certified under the DPF. We currently rely in part on the EU standard contractual clauses and the UK Addendum to the EU standard contractual clauses, as relevant, to transfer personal data outside the EEA and the UK, including to the United States. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. In particular, we expect the DPF Adequacy Decision to be challenged and international transfers to the U.S. and to other jurisdictions more generally to continue to be subject to enhanced scrutiny by regulators. As a result, we may have to make certain operational changes, and we will have to implement revised standard contractual clauses and other relevant documentation for existing data transfers within required timeframes.

We must also comply with the UK General Data Protection Regulation, which, together with the UK Data Protection Act 2018, retains the GDPR in UK national law (collectively, the UK GDPR). The UK GDPR mirrors the fines under the GDPR, i.e., fines up to the greater of £17.5 million or 4% of global turnover of a noncompliant undertaking's global annual revenue for the preceding financial year. On October 12, 2023, the UK Extension to the DPF came into effect (as approved by the UK Government), as a data transfer

mechanism from the UK to U.S. entities self-certified under the DPF. We may incur liabilities, expenses, costs and other operational losses under the GDPR and privacy laws of the applicable EU and EEA Member States and the UK in connection with any measures we take to comply with them. As we continue to expand into other foreign countries and jurisdictions, we may also be subject to additional laws and regulations that may affect how we conduct business.

Compliance with U.S. and international data protection laws and regulations could cause us to incur substantial costs or require us to change our business practices and compliance procedures in a manner adverse to our business. Penalties for violations of these laws vary and may be significant. Moreover, complying with these various laws could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. In addition, we rely on third-party vendors to collect, process and store data on our behalf and we cannot guarantee that such vendors are in compliance with all applicable data protection laws and regulations. Our or our vendors' failure to comply with U.S. and international data protection laws and regulations could result in government investigations and enforcement actions (which could include civil or criminal penalties), private litigation and adverse publicity. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws, or breached our contractual obligations, even if we are not found liable, could be expensive and time consuming to defend and could result in adverse publicity.

Our business and operations, or those of our CROs or other third parties, may suffer in the event of information technology system failures, cyberattacks or deficiencies in our cybersecurity, which could materially affect our business, financial condition and results of operations.

We receive, generate and store significant and increasing volumes of sensitive information, such as health-related information, clinical trial data, proprietary business information and the personal information of our employees and contractors (collectively, Confidential Information). We face a number of risks related to protecting the information technology systems we rely on and this Confidential Information, including loss of access risk, inappropriate use or disclosure, inappropriate modification and the risk of our being unable to adequately monitor, audit and modify our controls over our Confidential Information. This risk extends to the information technology systems and information of any collaboration partners, medical institutions, clinical investigators, CROs, contract laboratories and other third parties involved in our business. There can be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems and Confidential Information.

Despite the implementation of security measures, our information technology systems, as well as those of CROs or other third parties with which we have relationships, are vulnerable to attack, interruption and damage from computer viruses and malware (e.g., ransomware), malicious code, misconfigurations, "bugs" or other vulnerabilities, unauthorized access, natural and manmade disasters, terrorism, war and telecommunication and electrical failures, malfeasance by external or internal parties, fraud, denial or degradation of service attacks, sophisticated nation-state and nation-state-supported actors and human error (e.g., social engineering and phishing). Attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. Furthermore, because the technologies used to obtain unauthorized access to, or to sabotage or disrupt, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. We may not be able to anticipate all types of security threats, and, even if identified, we may be unable to adequately investigate or remediate incidents or breaches due to attackers increasingly using tools and techniques that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence. We may also face increased cybersecurity risks due to our reliance on internet technology and the number of our and our service providers' employees who are (and may continue to be) working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. The White House, the Securities and Exchange Commission (the SEC) and other regulators have also increased their focus on companies' cybersecurity vulnerabilities and risks. Further, although we have implemented policies regarding limited permitted use of generative artificial intelligence (AI) by our employees, Confidential Information could be leaked, disclosed or revealed as a result of or in connection with our employees' use of generative AI technologies.

We, our CROs and certain of our service providers are, from time to time, subject to cyberattacks and security incidents. While we have not to our knowledge experienced any significant system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our or our critical third parties' operations, it could result in delays and/or material disruptions of our research and development programs, our operations and ultimately, our financial results. For example, the loss of clinical trial data from completed, ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on third parties for the manufacture of our product candidates and to conduct clinical trials, and similar events relating to their information technology systems could also adversely impact our business. Further, due to the current political uncertainty involving Russia and Ukraine, there is an increased likelihood that the tensions could result in cyberattacks or cybersecurity incidents that could either directly or indirectly impact our or our critical third parties' operations. To the extent that any disruption or security breach were to result in a loss of or damage to data or applications, or

inappropriate disclosure of Confidential Information, the costs associated with the investigation, remediation and potential notification of the breach to counterparties and data subjects could be material, we could incur liability due to delays in the development and commercialization of our product candidates or other business activities, and we may be exposed to reputational harm, litigation, regulatory investigations and enforcement, fines and penalties, or increased costs of compliance and system remediation.

Our existing general liability and cyber liability insurance policies may not cover, or may cover only a portion of, any potential claims related to security breaches to which we are exposed or may not be adequate to indemnify us for all or any portion of liabilities that may be imposed. We also cannot be certain that our existing insurance coverage will continue to be available on acceptable terms or in amounts sufficient to cover the potentially significant losses that may result from a security incident or breach or that the insurer will not deny coverage of any future claim. If the information technology systems of our CROs or other service providers were to fail, or become subject to disruptions or security breaches, we may have insufficient recourse against such third parties and we may have to expend significant resources to mitigate the impact of such an event, and to develop and implement protections to prevent future events of this nature from occurring.

Risks related to reliance on third parties

We may depend on collaborations with other third parties for the development and commercialization of our product candidates in the future. If our collaborations are not successful, we may not be able to capitalize on the market potential of these product candidates.

In the future, we may form or seek other strategic alliances, joint ventures or collaborations, or enter into additional licensing arrangements with third parties that we believe will complement or augment our development and commercialization efforts with respect to our product candidates.

Collaborations involving our current and future product candidates may pose the following risks to us:

- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations and may have incentives that are different than ours;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial, abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates;
- collaborators with marketing, manufacturing or distribution rights to one or more products may not commit sufficient resources to or otherwise not perform satisfactorily in carrying out these activities as it relates to our product candidates or products;
- collaborators may not properly prosecute, maintain, enforce or defend our intellectual property rights or may use our proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation, or other intellectual property proceedings;
- collaborators may own or co-own intellectual property covering products that result from our collaboration with them, and in such cases, we may not have the exclusive right to develop, license or commercialize this intellectual property;
- disputes may arise with respect to ownership of any intellectual property developed pursuant to our collaborations;
- disputes may arise between a collaborator and us that cause the delay or termination of the research, development or commercialization of the product candidate, or that result in costly litigation or arbitration that diverts management attention and resources; and
- if a current or future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our product development or commercialization program under our collaboration could be delayed, diminished or terminated, including if the partner in such a business combination has products that compete with ours.

As a result, if we enter into additional collaboration agreements and strategic partnerships or license our intellectual property, products or businesses, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our or their existing operations, which could delay our timelines or otherwise adversely affect our business. We also cannot be certain that, following entry into a strategic transaction or license, we will achieve the revenue or specific net income that justifies such transaction. Any delays in entering into new collaborations or strategic partnership agreements related to our current or future product candidates could delay the development and commercialization of our product candidates, which would harm our business prospects, financial condition and results of operations.

We may seek to establish additional collaborations, and, if we are not able to establish them on commercially reasonable terms, we may have to alter our development and commercialization plans.

The advancement of our product candidates and development programs and the potential commercialization of our current and future product candidates will require substantial additional cash to fund expenses. For some of our programs, we may decide to collaborate with additional pharmaceutical and biotechnology companies with respect to development and potential commercialization. Any of these relationships may require us to incur non-recurring and other charges, increase our near- and long-term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business.

We face significant competition in seeking appropriate strategic partners, and the negotiation process is time-consuming and complex. Whether we reach a definitive agreement for other collaborations will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the progress of our clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate. Further, we may not be successful in our efforts to establish one or more strategic partnerships or other alternative arrangements for future product candidates because they may be deemed to be at too early of a stage of development for collaborative effort and third parties may not view them as having the requisite potential to demonstrate safety and efficacy.

The terms of any collaboration agreement we enter into may restrict us from entering into future agreements on certain terms with potential collaborators, which may limit our ability to find additional collaborators in the future or adversely impact the terms of these future collaborations.

In addition, business combinations among pharmaceutical and biotechnology companies have in the past and may in the future result in a reduced number of potential future collaborators.

We may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of the product candidate for which we are seeking to collaborate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate product revenue.

If conflicts arise between us and our collaborators or strategic partners, these parties may act in a manner adverse to us and could limit our ability to implement our strategies.

If conflicts arise between our corporate or academic collaborators or strategic partners and us, the other party may act in a manner adverse to us and could limit our ability to implement our strategies. Amgen or future collaborators or strategic partners may develop, either alone or with others, products in related fields that are competitive with the products or potential products that are the subject of these collaborations. Competing products, either developed by the collaborators or strategic partners or to which the collaborators or strategic partners have rights, may result in the withdrawal of partner support for our product candidates. Our current or future collaborators or strategic partners may preclude us from entering into collaborations with their competitors, fail to obtain timely regulatory approvals, terminate their agreements with us prematurely, or fail to devote sufficient resources to the development and commercialization of products. Any of these developments could harm our product development efforts.

We rely on third parties to conduct the clinical trials for our product candidates. If these third parties do not successfully carry out their contractual duties, comply with regulatory requirements or meet expected deadlines, we may not be able to obtain marketing approval for or commercialize our product candidates.

We do not have the ability to independently conduct clinical trials. We and any collaboration partners who may conduct clinical trials involving our product candidates rely on medical institutions, clinical investigators, CROs, contract laboratories, and other third parties to conduct or otherwise support these clinical trials, all of which we refer to herein as our clinical trials. We and our collaborators rely heavily on these parties for execution of clinical trials and control only certain aspects of their activities. In addition, we have limited control over the activities of our collaborators who may conduct clinical trials involving our product candidates. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on third parties does not relieve us of these responsibilities. For any violations of laws and regulations during the conduct of our clinical trials, we could be subject to untitled and warning letters or enforcement actions that may include civil penalties or criminal prosecution.

We, our collaborators and the other third parties involved in our clinical trials are required to comply with regulations and requirements, including GCP, for conducting, monitoring, recording and reporting the results of clinical trials to ensure that the data and results are scientifically credible and accurate, and that the trial patients are adequately informed of the potential risks of participating in clinical trials and their rights are protected. These regulations are enforced by the FDA, the competent authorities of the EU member states and comparable foreign regulatory authorities for any drugs in clinical development. The FDA and comparable foreign regulatory authorities enforce GCP requirements through periodic inspections of clinical trial sponsors, principal investigators and trial sites. If we, our collaborators or other third parties fail to comply with applicable GCP, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. Upon inspection, the FDA or comparable foreign authorities may determine that any of our current or future clinical trials do not comply with GCP. In addition, our clinical trials must be conducted with product candidates produced under cGMP regulations and similar regulatory requirements outside the United States. Our failure or the failure of third parties to comply with these regulations may require us to repeat clinical trials, which would delay the marketing approval process and could also subject us to enforcement action. We also are required to register certain ongoing clinical trials and provide certain information, including information relating to the trial's protocol, on a United States government-sponsored database, ClinicalTrials.gov, within specific timeframes. Similar disclosure requirements may exist in foreign jurisdictions. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions.

We have participated and in the future may participate in clinical collaborations where a partner is responsible for conducting a clinical trial involving our product candidates. These collaborators may be commercial entities or investigator-sponsored or initiated studies that use our product candidates. Although we intend to design the clinical trials for our product candidates, or be involved in the design when other parties sponsor the trials, because these collaborators will have primary responsibility for the conduct of these trials, many important aspects of our clinical development for these trials, including their conduct and timing, is outside of our direct control.

Our reliance on third parties to conduct future clinical trials will also result in less direct control over the management of data developed through clinical trials than would be the case if we were relying entirely upon our own staff. Communicating with third parties can also be challenging, potentially leading to mistakes as well as difficulties in coordinating activities. Third parties may:

- have staffing difficulties;
- fail to comply with contractual obligations;
- experience regulatory compliance issues;
- have incentives that are different than ours;
- undergo changes in priorities or become financially distressed; or
- form relationships with other entities, some of which may be our competitors.

These factors may materially adversely affect the willingness or ability of third parties to conduct our clinical trials and may subject us to unexpected cost increases that are beyond our control. If the CROs or other third parties involved in our clinical trials do not perform these trials in a satisfactory manner, breach their obligations to us, or fail to comply with regulatory requirements, the development, marketing approval and commercialization of our product candidates may be delayed, we may not be able to obtain marketing approval and commercialize our product candidates, or our development program may be materially and irreversibly harmed. If we are unable to rely on clinical data collected by third parties involved in our clinical trials, we could be required to repeat, extend the duration of, or increase the size of our clinical trials and this could significantly delay commercialization and require significantly greater expenditures.

If any of our relationships with our CROs or other third parties involved in our clinical trials terminate, we may not be able to enter into arrangements with alternative CROs or other third parties on commercially reasonable terms, or at all. If CROs or other third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain are compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, any clinical trials such CROs or other third parties are associated with may be extended, delayed or terminated, and we may not be able to obtain marketing approval for or successfully commercialize our product candidates.

We rely on third parties to manufacture preclinical and clinical drug supplies, and we intend to rely on third parties to produce commercial supplies of any approved product, which increases the risk that we will not have sufficient quantities of these product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not own or operate manufacturing facilities for the production of preclinical, clinical or commercial supplies of the product candidates that we are developing or evaluating in our development programs. We have limited personnel with experience in drug manufacturing and lack the resources and the capabilities to manufacture any of our product candidates on a preclinical, clinical or commercial scale. We rely on third parties for supply of our preclinical and clinical drug supplies (including key starting and intermediate materials), and our strategy is to outsource all manufacturing of our product candidates and products to third parties.

In order to conduct clinical trials of product candidates, we will need to have them manufactured in potentially large quantities. Our third-party manufacturers may be unable to successfully increase the manufacturing capacity for any of our clinical drug supplies (including key starting and intermediate materials) in a timely or cost-effective manner, or at all. In addition, quality issues may arise during scale-up activities and at any other time. For example, ongoing data on the stability of our product candidates may shorten the expiry of our product candidates and lead to clinical trial material supply shortages, and potentially clinical trial delays. Further, the current U.S. Presidential administration has announced significant tariffs on imports from other countries on a wide range of goods. Any such tariffs that apply to drug supplies that we or our third-party suppliers import would result in our clinical trials being more costly to run than anticipated, and could have a substantial impact on our financial projections as well as timelines and plans for our clinical trials and commercialization efforts. If these third-party manufacturers are unable to successfully scale up the manufacture of our product candidates in sufficient quality and quantity, the development, testing and clinical trials of that product candidate may be delayed or infeasible, and regulatory approval or commercial launch of that product candidate may be delayed or not obtained.

Some of our third-party suppliers are currently our sole source of drug supplies (including key starting and intermediate materials) and, as a result, an issue with one of these suppliers may impact our development or commercial plans. Our use of new third-party manufacturers or suppliers increases the risk of delays in production or insufficient supplies of our product candidates (and the key starting and intermediate materials for such product candidates) as we transfer our manufacturing technology to these manufacturers or suppliers and as they gain experience manufacturing or producing our product candidates (and the key starting and intermediate materials for these product candidates).

Even after a third-party manufacturer has gained significant experience in manufacturing our product candidates (or the key starting and intermediate materials for such product candidates), or even if we believe we have succeeded in optimizing the manufacturing process, there can be no assurance that such manufacturer will produce sufficient quantities of our product candidates (or the key starting and intermediate materials for such product candidates) in a timely manner or continuously over time, or at all. We may be delayed if we need to change the manufacturing process used by a third party. Further, if we change an approved manufacturing process, then we may be delayed if the FDA or a comparable foreign authority needs to review the new manufacturing process before it may be used.

Reliance on third-party manufacturers for preclinical, clinical and commercial supplies entails risks, including:

- reliance on the third party for regulatory compliance and quality assurance;
- the possible breach of the manufacturing agreement by the third party;
- the possible misappropriation of our proprietary information, including our trade secrets and know-how; and
- the possible termination or non-renewal of the agreement by the third party at a time that is costly or inconvenient for us.

We do not currently have any agreements with third-party manufacturers for long-term commercial supply. In the future, we may be unable to enter into agreements with third-party manufacturers for commercial supplies of any of our product candidates, or may be unable to do so on acceptable terms. Even if we are able to establish and maintain arrangements with third-party manufacturers for commercial supply, reliance on third-party manufacturers entails risks, including those described above.

Third-party manufacturers may not be able to comply with cGMP requirements or similar regulatory requirements outside the United States. Our failure, or the failure of our third-party manufacturers, to comply with applicable requirements could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or products, operating restrictions and/or criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates.

Our future product candidates and any products that we may develop may compete with other product candidates and products for access to manufacturing facilities. There are a limited number of manufacturers that operate under cGMP requirements particularly for the development of monoclonal antibodies, and that might be capable of manufacturing for us.

Additionally, in January 2024, there was Congressional activity, including the introduction of the BIOSECURE Act in the House of Representatives and a substantially similar Senate bill. In September 2024, the House of Representatives of the prior Congress (the 118th Congress) passed the BIOSECURE Act, but the Senate never voted on it. It is unclear whether the current Congress (the 119th Congress) will introduce the BIOSECURE Act or similar legislation in this congressional session and, if so, how the scope, prohibitions or designated biotechnology companies of concern may differ from the version of the BIOSECURE Act passed by the House in the prior 118th Congress. If these bills became law, or similar laws are passed, they would have the potential to severely restrict the ability of U.S. biopharmaceutical companies like us to purchase services or products from, or otherwise collaborate with, certain Chinese biotechnology companies "of concern" without losing the ability to contract with, or otherwise receive funding from, the U.S. government. We do business with companies in China, including some named in these bills, and it is possible some of our contractual counterparties could be impacted by the legislation described above.

If the third parties that we engage to supply any materials or manufacture product for our preclinical tests and clinical trials should cease to continue to do so for any reason, we likely would experience delays in advancing these tests and trials while we identify and qualify replacement suppliers or manufacturers, and we may be unable to obtain replacement supplies on terms that are favorable to us or at all. In addition, if we are not able to obtain adequate supplies of our product candidates or the substances used to manufacture them, it will be more difficult for us to develop our product candidates and compete effectively.

Our current and anticipated future dependence upon others for the manufacture of our product candidates (or the key starting and intermediate materials for such product candidates) may adversely affect our future profit margins and our ability to develop product candidates and commercialize any products that receive marketing approval on a timely and competitive basis.

Our future relationships with customers and third-party payors in the United States and elsewhere may be subject, directly or indirectly, to applicable anti-kickback, fraud and abuse, false claims, transparency, and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm, administrative burdens and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations, including, without limitation, the federal Anti-Kickback Statute and the federal False Claims Act (FCA), which may constrain the business or financial arrangements and relationships through which we sell, market and distribute any products for which we obtain marketing approval. The applicable federal, state and foreign healthcare laws and regulations that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce, or in return for, either the referral of an individual, or the purchase, lease, order or recommendation of any good, facility, item or service for which payment may be made, in whole or in part, under the Medicare and Medicaid programs or other federal healthcare programs. A person or entity can be found guilty of violating the statute without actual knowledge of the statute or specific intent to violate it. The Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution;
- the federal civil and criminal false claims laws, including the FCA, and civil monetary penalty laws, which prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false, fictitious or fraudulent claim for payment to, or approval by, the federal government or knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the FCA;

- HIPAA, which created federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e.g., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity can be found guilty of violating HIPAA without actual knowledge of the statutes or specific intent to violate them;
- the Physician Payments Sunshine Act, created under the ACA, and its implementing regulations, which requires manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to CMS information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain non-physician practitioners (defined to include physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists, anesthesiologist assistants and certified nurse midwives), and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members;
- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers; and
- analogous or related foreign, state or local laws and regulations, including anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-government third-party payors, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; and state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures.

Because of the breadth of the laws described above and the narrowness of the statutory exceptions and regulatory safe harbors available under them, it is possible that some of our business activities could be subject to challenge under one or more of these laws.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Ensuring that our business arrangements with third parties comply with applicable healthcare laws, as well as responding to investigations by government authorities, can be time- and resource-consuming and can divert management's attention from the business.

If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, individual imprisonment, possible exclusion from participation in federal and state funded healthcare programs, contractual damages and the curtailment or restricting of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws, any of which could harm our ability to operate our business and our financial results. Further, if the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs. In addition, the approval and commercialization of any of our product candidates outside the United States will also likely subject us to foreign equivalents of the healthcare laws mentioned above, among other foreign laws.

Risks related to intellectual property

If we and our collaborators are unable to obtain and maintain sufficient patent and other intellectual property protection for our product candidates and technology, our competitors could develop and commercialize products and technology similar or identical to ours, and we may not be able to compete effectively in our market or successfully commercialize any of our current or future product candidates.

Our success depends in significant part on our ability and the ability of our collaborators to obtain, maintain, enforce and defend patents and other intellectual property rights with respect to our product candidates and technology and to operate our business without infringing, misappropriating, or otherwise violating the intellectual property rights of others. If we and our collaborators are unable to obtain and maintain sufficient intellectual property protection for our product candidates or the product candidates that we may identify, or if the scope of the intellectual property protection obtained is not sufficiently broad, our competitors and other third

parties could develop and commercialize product candidates similar or identical to ours, and our ability (and the ability of our collaborators) to successfully commercialize our product candidates may be impaired. Our patent coverage with respect to our clinical and preclinical programs is limited, and we can provide no assurance that any of our current or future patent applications will result in issued patents or that any issued patents will provide us with any competitive advantage. Failure to obtain such issued patents could negatively impact our and our collaborators' ability to develop or commercialize any of our product candidates or technology.

We seek to protect our proprietary positions by, among other things, filing patent applications in the United States and abroad related to our current product candidates and the product candidates that we may identify. Obtaining, maintaining, defending and enforcing pharmaceutical patents is costly, time consuming and complex, and we may not be able to file and prosecute all necessary or desirable patent applications, or maintain, enforce and license any patents that may issue from such patent applications, at a reasonable cost or in a timely manner. It is also possible that we have failed or will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. We may not have the right to control the preparation, filing, prosecution and maintenance of patent applications, or to maintain the rights to patents licensed to or from third parties.

Although we enter into confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, collaborators, CROs, contract manufacturers, consultants, advisors and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. Further, we may not be aware of all third-party intellectual property rights potentially relating to our product candidates. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until approximately 18 months after filing or, in some cases, not at all. Therefore, we cannot know with certainty whether we were the first to make the inventions claimed in our patents or pending patent applications, or that we were the first to file for patent protection of such inventions.

The patent position of pharmaceutical companies generally is highly uncertain, involves complex legal, technological and factual questions and has, in recent years, been the subject of much debate and litigation throughout the world. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States, or vice versa. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. The subject matter claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Therefore, our pending and future patent applications may not result in patents being issued in relevant jurisdictions that protect our product candidates, in whole or in part, or which effectively prevent others from commercializing competitive product candidates, and, even if our patent applications issue as patents in relevant jurisdictions, they may not issue in a form that will provide us with any meaningful protection for our product candidates or technology, prevent competitors from competing with us or otherwise provide us with any competitive advantage. Additionally, our competitors may be able to circumvent our patents by developing similar or alternative product candidates or technologies in a non-infringing manner.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a third-party pre-issuance submission of prior art to the United States Patent and Trademark Office (the USPTO) or become involved in opposition, derivation, revocation, reexamination, *inter partes* review, post-grant review or interference proceedings challenging our patent rights or the patent rights of others, or other proceedings in the USPTO or applicable foreign offices that challenge priority of invention or other features of patentability. An adverse determination in any such submission, proceeding or litigation could result in loss of exclusivity or freedom to operate, patent claims being narrowed, invalidated or held unenforceable, in whole or in part, or limits on the scope or duration of the patent protection of our product candidates, all of which could limit our ability to stop others from using or commercializing similar or identical product candidates or technology to compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications were threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates, or could negatively impact our ability to raise funds necessary to continue our research programs or clinical trials. Such proceedings could also result in substantial cost and require significant time from our scientists and management, even if the eventual outcome is favorable to us.

In addition, given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products or technology similar or identical to ours for a meaningful amount of time, or at all. Moreover, some of our owned or licensed patents and patent applications are, and may in the future be, co-owned with third parties. If we are unable to obtain exclusive licenses to any such co-owners' interest in such patents or patent applications, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing products and technology. In addition, we may need the cooperation of any such co-owners in order to enforce such patents against third parties, and such cooperation may not be provided to us. Any of the foregoing could harm our competitive position, business, financial condition, results of operations and prospects.

We have entered into license agreements with third parties. If we or a third party fail to comply with the obligations in the agreements under which we license intellectual property rights to or from third parties, or these agreements are terminated, or we otherwise experience disruptions to business relationships with our licensors or licensees, our competitive position, business, financial condition, results of operations and prospects could be harmed.

In addition to patent and other intellectual property rights we own or co-own, we have licensed, and may in the future license, patent and other intellectual property rights to and from other parties. Licenses may not provide us with exclusive rights to use the applicable intellectual property and technology in all relevant fields of use and in all territories in which we may wish to develop or commercialize our products and technology in the future. As a result, we may not be able to prevent competitors from developing and commercializing competitive products or technologies.

In addition, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications or to maintain, defend and enforce the patents that we license to or from third parties, and we may have to rely on our partners to fulfill these responsibilities.

If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties, the licensor may have the right to terminate the license. If these agreements are terminated, the underlying patents fail to provide the intended exclusivity or we otherwise experience disruptions to our business relationships with our licensors, we could lose intellectual property rights that are important to our business or be prevented from developing and commercializing our product candidates, and competitors could have the freedom to seek regulatory approval of, and to market, products identical to ours. Termination of these agreements or reduction or elimination of our rights under these agreements may also result in our having to negotiate new agreements with less favorable terms, cause us to lose our rights under these agreements, including our rights to important intellectual property or technology, or impede, delay or prohibit the further development or commercialization of one or more product candidates that rely on such agreements. It is possible that we may be unable to obtain any additional licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to redesign our product candidates or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis.

In addition, if any of the research resulting in certain of our owned and/or in-licensed patent rights and technology were funded in part by the U.S. federal or state governments, the government would have certain rights, including march-in rights, to such patent rights and technology. When new technologies are developed with government funding, the government generally obtains certain rights in any resulting patents, including a non-exclusive license authorizing the government to use the invention for noncommercial purposes. These rights may permit the government to disclose our confidential information to third parties or allow third parties to use our licensed technology. The government can exercise its march-in rights if it determines that action is necessary because we fail to achieve practical application of the government-funded technology, because action is necessary to alleviate health or safety needs, to meet requirements of federal regulations, or to give preference to U.S. industry. In addition, our rights in such inventions may be subject to certain requirements to manufacture products embodying such inventions in the United States. Any of the foregoing could harm our competitive position, business, financial condition, results of operations and prospects.

Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues and certain provisions in intellectual property license agreements may be susceptible to multiple interpretations. Disputes may arise between us and our licensing partners regarding intellectual property subject to a license agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- whether and the extent to which technology and processes of one party infringe on intellectual property of the other party that are not subject to the license agreement;
- rights to sublicense patent and other rights to third parties;
- rights to transfer or assign the license;
- any diligence obligations with respect to the use of the licensed technology in relation to development and commercialization of our product candidates, and what activities satisfy those diligence obligations;
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property; and
- the effects of termination.

The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could harm our business, financial condition, results of operations and prospects. Moreover, if disputes

over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates.

In addition, if our licensors or licensees failed to abide by the terms of the license or failed to prevent infringement by third parties or if the licensed patents or other rights were found to be invalid or unenforceable, our business, competitive position, financial condition, results of operations and prospects could be materially harmed.

If we are unable to obtain licenses from third parties on commercially reasonable terms or at all, our business could be harmed.

It may be necessary for us to use the patented or proprietary technology of third parties to commercialize our products, in which case we would be required to obtain a license from these third parties. The licensing of third-party intellectual property rights is a competitive area, and more established companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. More established companies may have a competitive advantage over us due to their size, capital resources and greater development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to obtain a necessary license, we may be unable to develop or commercialize the affected product candidates, and the third parties owning such intellectual property rights could seek either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties or other forms of compensation. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. If we are unable to license needed technology, or if we are forced to license this technology on unfavorable terms, our business could be materially harmed.

We may not identify relevant third-party patents or may incorrectly interpret the relevance, scope or expiration of a third-party patent, which might subject us to infringement claims or adversely affect our ability to develop and market our product candidates.

We cannot guarantee that any of our or our licensors' patent searches or analyses, including the identification of relevant patents, the scope of patent claims or the expiration of relevant patents, are complete or thorough, nor can we be certain that we have identified each and every third-party patent and pending patent application in the United States and abroad that is relevant to or necessary for the commercialization of our product candidates in any jurisdiction. For example, U.S. patent applications filed before November 29, 2000 and certain U.S. patent applications filed after that date that will not be filed outside the United States remain confidential until patents issue. Patent applications in the United States and elsewhere are published approximately 18 months after the earliest filing for which priority is claimed, with the earliest filing date being commonly referred to as the priority date. Therefore, patent applications covering our product candidates could have been filed by third parties without our knowledge. Additionally, pending patent applications that have been published can, subject to certain limitations, be later amended in a manner that could cover our product candidates or the use of our product candidates. The scope of a patent claim is determined by an interpretation of the law, the written disclosure in a patent and the patent's prosecution history. Our interpretation of the relevance or the scope of a patent or a pending application may be incorrect, which may negatively impact our ability to market our product candidates. We may incorrectly determine that our product candidates are not covered by a third-party patent or may incorrectly predict whether a third party's pending application will issue with claims of relevant scope. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect, which may negatively impact our ability to develop and market our product candidates. Our failure to identify and correctly interpret relevant patents may negatively impact our ability to develop and market our product candidates.

If we fail to identify and correctly interpret relevant patents, we may be subject to infringement claims. We cannot guarantee that we will be able to successfully settle or otherwise resolve any infringement claims. If we fail in any of these disputes, in addition to being forced to pay damages, which may be significant, we may be temporarily or permanently prohibited from commercializing any of our product candidates that are held to be infringing. We might, if possible, also be forced to redesign product candidates so that we no longer infringe the third-party intellectual property rights. Any of these events, even if we were ultimately to prevail, could require us to divert substantial financial and management resources that we would otherwise be able to devote to our business.

Patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time.

Patents have a limited lifespan. If all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our current and future product candidates are obtained, once the patent life has expired for a product candidate, we may be open to competition from competitive medications, including generic medications and biosimilars. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such product candidates might expire before or shortly after such product candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing product candidates similar or identical to ours for a meaningful amount of time, or at all.

Depending upon the timing, duration and conditions of any FDA marketing approval of our product candidates, one or more of our owned or licensed U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Amendments, and similar legislation in the European Union and certain other countries. The Hatch-Waxman Amendments permit a patent term extension of up to five years for a patent covering an approved product as compensation for effective patent term lost during product development and the FDA regulatory review process. However, we may not receive an extension if we fail to exercise due diligence during the testing phase or regulatory review process, fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. Only one patent per approved product can be extended, the extension cannot extend the total patent term beyond 14 years from approval and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. If we are unable to obtain patent term extension or the term of any such extension is less than we request, the period during which we can enforce our patent rights for the applicable product candidate will be shortened and our competitors may obtain approval to market competing products sooner. As a result, our revenue from applicable products could be reduced. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

In addition, there are detailed rules and requirements regarding the patents that may be submitted to the FDA or comparable foreign regulatory authority for listing in the Approved Drug Products with Therapeutic Equivalence Evaluations (the Orange Book) or foreign equivalent. We may be unable to obtain patents covering our product candidates that contain one or more claims that satisfy the requirements for listing in the Orange Book or foreign equivalent. Even if we submit a patent for listing in the Orange Book or foreign equivalent, the FDA or relevant foreign regulatory authority may decline to list the patent, or a manufacturer of generic drugs may challenge the listing. If one of our product candidates is approved and a patent covering that product candidate is not listed in the Orange Book or foreign equivalent, a manufacturer of generic drugs would not have to provide advance notice to us of any abbreviated NDA filed with the FDA or relevant foreign regulatory authority to obtain permission to sell a generic version of such product candidate.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting, maintaining, defending and enforcing patents on our product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws and enforcement practices of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. The ongoing conflict between Russia and Ukraine may also make it difficult or impossible to continue to prosecute patent applications or maintain patents in those countries or other affected territories. For example, in March 2022, a decree was adopted by the Russian government allowing Russian companies and individuals to exploit inventions owned by patentees from the United States without consent or compensation. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and may export otherwise infringing products to territories where we have patent protection, but enforcement rights are not as strong as those in the United States. These products may compete with our product candidates and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of some countries do not favor the enforcement or protection of patents, trade secrets and other intellectual property, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our intellectual property and proprietary rights generally. We may need to share our trade secrets and proprietary know-how with current or future partners, collaborators, contractors and others located in countries at heightened risk of theft of trade secrets, including through direct intrusion by private parties or foreign actors, and those affiliated with or controlled by state actors. Proceedings to enforce our intellectual property rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful.

Many foreign countries, including some European Union countries, India, Japan and China, have compulsory licensing laws under which a patent owner may be compelled under specified circumstances to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In those countries, we may have limited remedies if patents are infringed or if we (or one of our collaborators) are compelled to grant a license (or sublicense) to a third party, which could materially diminish the value of the applicable patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Changes in patent law could diminish the value of patents in general, thereby impairing our ability to protect our product candidates.

Obtaining and enforcing patents in the pharmaceutical industry is inherently uncertain, due in part to ongoing changes in the patent laws. For example, in the United States, depending on decisions by Congress, the federal courts and the USPTO, the laws and regulations governing patents, and interpretation thereof, could change in ways that could weaken our and our licensors' or collaborators' ability to obtain new patents or to enforce existing or future patents, or that affect the term of our or our licensors' or collaborators' patents. For example, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. Therefore, there is increased uncertainty with regard to our and our licensors' or collaborators' ability to obtain patents in the future, as well as uncertainty with respect to the value of patents once obtained.

Patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our and our licensors' or collaborators' patent applications and the enforcement or defense of our or our licensors' or collaborators' issued patents. For example, assuming that other requirements for patentability are met, prior to March 2013, in the United States, the first to invent the claimed invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 2013, under the Leahy-Smith America Invents Act (the Leahy-Smith Act) enacted in September 2011, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. The Leahy-Smith Act also includes a number of significant changes that affect the way patent applications are prosecuted and may also affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to challenge the validity of a patent by USPTO-administered post-grant proceedings, including post-grant review, *inter partes* review and derivation proceedings. The USPTO has developed regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, particularly the first inventor-to-file provisions. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our or our licensors' patent applications and the enforcement or defense of our or our licensors' issued patents. Similarly, statutory or judicial changes to the patent laws of other countries may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents.

On June 1, 2023, the European Patent Package (the EU Patent Package) regulations were implemented with the goal of providing a single pan-European Unitary Patent and a new European Unified Patent Court (the UPC), for litigation involving European patents. Under the UPC, all European patents, including those issued prior to ratification of the European Patent Package, will by default automatically fall under the jurisdiction of the UPC. The UPC provides our competitors with a new forum to centrally revoke our European patents, and allows for the possibility of a competitor to obtain pan-European injunctions. It will be several years before we will understand the scope of patent rights that will be recognized and the strength of patent remedies provided by the UPC. As the UPC is a relatively new court system, there is limited precedent for the court, increasing the uncertainty of any litigation. We will have the right to opt our patents out of the UPC over the first seven years of the court's existence, but doing so may preclude us from realizing the benefits, if any, of the new unified court.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by government patent agencies, and our patent protection could be reduced or eliminated if we fail to comply with these requirements.

Periodic maintenance fees, renewal fees, annuity fees and various other fees are required to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of a patent. In certain circumstances, we rely on our licensors and collaborators to pay these fees. The USPTO and various foreign patent agencies also require compliance with a number of procedural, documentary, fee payment and other similar requirements during the patent application and prosecution process. Non-compliance events that could result in abandonment or lapse of a patent or patent application include failure to respond to official communications within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. While an inadvertent lapse can in some cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which non-compliance can result in irrevocable abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If we or our licensors or collaborators fail to maintain the patents and patent applications covering our product candidates, our competitors might be able to enter the relevant market(s) with similar or identical products or technology, which would harm our business, financial condition, results of operations and prospects.

We may become involved in lawsuits to protect or enforce our patents or other intellectual property, which could be expensive, time-consuming and unsuccessful, and issued patents covering our technology and product candidates could be found invalid or unenforceable if challenged.

Competitors and other third parties may infringe or otherwise violate our issued patents or other intellectual property or the patents or other intellectual property of our licensors. In addition, our patents or the patents of our licensors may become involved in inventorship or priority disputes. Our pending patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless and until a patent issues from such applications. To counter infringement or other unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. Our ability to enforce patent rights also depends on our ability to detect infringement. It may be difficult to detect infringers who do not advertise the components or methods that are used in connection with their products and services. Moreover, it may be difficult or impossible to obtain evidence of infringement in a competitor's or potential competitor's product or service. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents or that our patents are invalid or unenforceable. In a patent infringement proceeding, a court may decide that a patent of ours is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly or refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology. An adverse result in any litigation proceeding could put one or more of our owned or licensed patents at risk of being invalidated, held unenforceable or interpreted narrowly. Additionally, we may determine it is impractical or undesirable to enforce our intellectual property against some third parties.

If we were to initiate legal proceedings against a third party to enforce a patent directed to our product candidates, or one of our future product candidates, the defendant could counterclaim that our patent is invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement or insufficient written description. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution. Third parties may also raise similar claims before the USPTO or an equivalent foreign body, even outside the context of litigation. Potential proceedings include re-examination, post-grant review, *inter partes* review, interference proceedings, derivation proceedings and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in the revocation of, cancellation of, or amendment to our patents in such a way that they no longer cover our technology or any product candidates that we may develop. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art of which we and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on the applicable product candidates or technology covered by the patent rendered invalid or unenforceable.

Interference proceedings provoked by third parties or brought by us or declared by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be materially harmed if the prevailing party does not offer us a license on commercially reasonable terms or at all.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

Some of our competitors are larger than we are and have substantially greater resources. They are, therefore, likely to be able to sustain the costs of complex patent litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property. Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims could result in substantial costs and diversion of management attention and other resources, which could harm our business. In addition, the uncertainties associated with litigation could compromise our ability to raise the funds necessary to continue our clinical trials, continue our internal research programs, or in-license needed technology or other product candidates. There could also be public announcements of the results of the hearing, motions, or other interim proceedings or developments. If securities analysts or investors perceive those results to be negative, it could cause the price of shares of our common stock to decline.

Third parties may initiate legal proceedings alleging that we are infringing, misappropriating or otherwise violating their intellectual property rights, the outcome of which would be uncertain and could negatively impact the success of our business.

Our commercial success depends upon our ability to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing, misappropriating or otherwise violating the intellectual property and other proprietary rights of third parties. There is considerable intellectual property litigation in the pharmaceutical industry.

We may become party to, or threatened with, future adversarial proceedings or litigation regarding intellectual property rights with respect to our product candidates and their manufacture and our other technology, including re-examination, interference, post-grant review, *inter partes* review or derivation proceedings before the USPTO or an equivalent foreign body. Numerous U.S. and foreign issued patents and pending patent applications owned by third parties exist in the fields in which we are developing our product candidates. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit.

Even if we believe third-party intellectual property claims are without merit, there is no assurance that a court would find in our favor on questions of infringement, validity, enforceability or priority. A court of competent jurisdiction could hold that third-party patents asserted against us are valid, enforceable and infringed, which could materially and adversely affect our ability to commercialize any of our product candidates and any other product candidates or technologies covered by the asserted third-party patents. In order to successfully challenge the validity of a U.S. patent in federal court, we would need to overcome a presumption of validity. As this burden is a high one requiring us to present clear and convincing evidence as to the invalidity of a U.S. patent claim, there is no assurance that a court of competent jurisdiction would invalidate the claims of any such U.S. patent. If we are found to infringe, misappropriate or otherwise violate a third party's intellectual property rights, and we are unsuccessful in demonstrating that these rights are invalid or unenforceable, we could be required to obtain a license from such a third party in order to continue developing and marketing our products and technology. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations. In the event of a successful claim of infringement against us, we may have to pay substantial damages, including treble damages and attorneys' fees for willful infringement, pay royalties and other fees, redesign our infringing product candidate or obtain one or more licenses from third parties, which may be impossible or require substantial time and monetary expenditure. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business.

We may be subject to claims by third parties asserting that we or our employees have infringed upon, misappropriated or otherwise violated their intellectual property rights, or claiming ownership of what we regard as our own intellectual property.

Many of our employees were previously employed at other biotechnology or pharmaceutical companies, and our consultants and advisors may work for other biotechnology or pharmaceutical companies in addition to us. Although we try to ensure that our employees, consultants and advisors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or these individuals have used or disclosed intellectual property, including trade secrets or other proprietary information, of any of these individuals' former or concurrent employers or clients. We may also be subject to claims that patents and applications we have filed to protect inventions of our employees, consultants and advisors, even those related to one or more of our product candidates, are rightfully owned by their former or concurrent employer. Litigation may be necessary to defend against these claims.

If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in prosecuting or defending against these claims, litigation could result in substantial costs, delay development of our product candidates and be a distraction to management.

We may be subject to claims challenging the inventorship of our patents and other intellectual property.

We or our licensors may be subject to claims that former employees, collaborators or other third parties have an interest in our owned or in-licensed patents, trade secrets, or other intellectual property as an inventor or co-inventor. For example, we or our licensors may have inventorship disputes that arise from conflicting obligations of employees, consultants or others who are involved in developing our product candidates. While it is our policy to require our employees and contractors who may be involved in the development of intellectual property to execute agreements assigning this intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own. Our and their assignment agreements may not be self-executing or may be breached, and litigation may be necessary to defend against these and other claims challenging inventorship or our or our licensors' ownership of our owned or in-licensed patents, trade secrets or other intellectual property. If we or our licensors fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, intellectual property that is important to our product candidates. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

We rely on trade secrets and confidentiality agreements to protect our unpatented know-how, technology and other proprietary information (including unpatented know-how associated with Warp Drive Bio, Inc.) and to maintain our competitive position. Trade secrets and know-how can be difficult to protect. We seek to protect these trade secrets and other proprietary technology, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, collaborators, CROs, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. We cannot guarantee that we have entered into these agreements with each party that may have or has had access to our trade secrets or proprietary technology and processes. Despite our efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Unauthorized parties may also attempt to copy or reverse engineer certain aspects of our products that we consider proprietary. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary information will be effective.

We also seek to preserve the integrity and confidentiality of our confidential proprietary information by maintaining physical security of our premises and physical and electronic security of our information technology systems, but it is possible that these security measures could be breached. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to, or independently developed by, a competitor or other third party, our competitive position would be materially and adversely harmed.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest, and our business may be adversely affected.

Our registered and unregistered trademarks and trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential collaborators or customers in our markets of interest. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively, and our business may be adversely affected. We may license our trademarks and trade names to third parties, such as distributors or licensees. Although these license agreements may provide conditions and guidelines for how our trademarks and trade names may be used, a breach of these agreements or misuse of our trademarks and tradenames by these third parties may jeopardize our rights in or diminish the goodwill associated with our trademarks and trade names. Our efforts to enforce or protect our proprietary rights related to trademarks, trade names, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources.

Intellectual property rights do not necessarily address all potential threats.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make products that are similar to our current or future product candidates or utilize similar technology but that are not covered by the claims of our patents or the patents that we license or may own in the future;
- we, or our current or future collaborators might not have been the first to make the inventions covered by an issued patent or pending patent application that we license or may own in the future;
- we or our current or future collaborators might not have been the first to file patent applications covering certain of our or their inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our owned or licensed intellectual property rights;
- generative AI technologies are a relatively novel development with evolving regulatory regimes that may not offer intellectual property protections;
- our pending owned or licensed patent applications or those that we may own or license in the future may not lead to issued patents;

- issued patents that we hold rights to may be held invalid or unenforceable, including as a result of legal challenges by our competitors;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents of others may harm our business; and
- we may choose not to file a patent in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent covering such intellectual property.

Risks related to employee matters and managing our growth

We are highly dependent on our key personnel, and if we are not successful in attracting, motivating and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.

We are highly dependent on members of our executive team. The loss of the services of any of them may adversely impact the achievement of our objectives. Any of our executive officers could leave our employment at any time, as all of our employees are "at-will" employees. We currently do not have "key person" insurance on any of our employees. The loss of the services of one or more of our key personnel might impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining qualified employees, consultants and advisors for our business, including scientific and technical personnel, is critical to our success. Competition for skilled personnel is intense and the turnover rate can be high. We may not be able to attract and retain personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies and academic institutions for skilled individuals. In addition, failure to succeed in preclinical studies, clinical trials or applications for marketing approval may make it more challenging to recruit and retain qualified personnel. The inability to recruit, or the loss of services of certain executives, key employees, consultants or advisors may impede the progress of our research, development and commercialization objectives.

We will need to increase the size of our organization, and we may experience difficulties in managing this growth.

As of September 30, 2025, we had 809 full-time employees, including 580 employees engaged in research and development. As our development and commercialization plans and strategies develop, and as we operate as a public company, we expect to need additional managerial, research and development, operational, sales, marketing, financial and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, retaining and motivating additional employees;
- managing our internal development efforts effectively, including the clinical and FDA review process for our product candidates, while complying with our contractual obligations to contractors and other third parties; and
- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to advance development of and, if approved, commercialize our product candidates will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including substantially all aspects of marketing approval, clinical management and manufacturing. The services of these independent organizations, advisors and consultants may not continue to be available to us on a timely basis when needed, on economically reasonable terms, or at all, and we may be unable to find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by consultants is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain marketing approval of any current or future product candidates or otherwise advance our business.

If we are not able to effectively expand our organization by hiring new employees and expanding our groups of consultants and contractors, we may not be able to successfully implement the tasks necessary to further develop and commercialize any of our product candidates and, accordingly, may not achieve our research, development and commercialization goals.

We currently have a limited commercial organization. If we are unable to establish sufficient sales and marketing capabilities on our own or through third parties, we may not be able to market and sell any products effectively, if approved, or generate product revenue.

We currently have a limited commercial organization. In order to commercialize any product, if approved, in the United States and foreign jurisdictions, we must build our marketing, sales, distribution, market access, analytics, managerial and other non-technical capabilities or make arrangements with third parties to perform these services, and we may not be successful in doing so. In advance of any of our product candidates receiving regulatory approval, we expect to establish a sales organization with technical expertise as well as supporting distribution capabilities to commercialize each such product candidate, which will be expensive and time-consuming. Our Company has no prior experience in the marketing, sale and distribution of pharmaceutical products, and there are significant risks involved in building and managing a sales organization, including our ability to hire, retain, and incentivize qualified individuals, generate sufficient sales leads, provide adequate training to sales and marketing personnel, and effectively manage a geographically dispersed sales and marketing team. Any failure or delay in the development of our internal sales, marketing and distribution capabilities would adversely impact the commercialization of these products. We may choose to collaborate with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of our own sales force and distribution systems. If we are unable to enter into such arrangements on acceptable terms or at all, we may not be able to successfully commercialize our product candidates.

We have in the past engaged and may in the future engage in strategic transactions; these transactions could affect our liquidity, dilute our existing stockholders, increase our expenses and present significant challenges in focus and energy to our management or prove not to be successful.

From time to time, we may consider strategic transactions, such as acquisitions of companies, asset purchases and out-licensing or in-licensing of intellectual property, products or technologies. For example, in October 2018, we acquired all of the outstanding shares of Warp Drive Bio, Inc., which became our direct wholly owned subsidiary, and in November 2023, we completed the EQRx Acquisition.

Additional potential transactions that we may consider in the future include a variety of business arrangements, including spin-offs, strategic partnerships, joint ventures, restructurings, divestitures, business combinations and investments. Any future transactions could result in potentially dilutive issuances of our equity securities, including our common stock, or the incurrence of debt, contingent liabilities, amortization expenses or acquired in-process research and development expenses, any of which could affect our financial condition, liquidity and results of operations. Future acquisitions may also require us to obtain additional financing, which may not be available on favorable terms or at all. These transactions may never be successful and may require significant time and attention of management. In addition, the integration of any business that we may acquire in the future may disrupt our existing business and may be a complex, risky and costly endeavor for which we may never realize the full benefits of the acquisition.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could negatively impact our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of biological, hazardous or radioactive materials.

We or the third parties upon whom we depend are subject to risk from earthquakes, outbreak of disease, other natural disasters and catastrophic events and may be subject to disruption as a result of war, terrorism, political unrest and other causes.

Our corporate headquarters and other facilities are located in the San Francisco Bay Area, which in the past has experienced severe earthquakes, wildfires and flooding. We do not carry earthquake insurance. Earthquakes, wildfires or other natural disasters could severely disrupt our operations, and negatively impact our business.

A significant natural disaster, power outage, or other catastrophic event, such as telecommunications failure, cyberattack, war, terrorist attack, sabotage, geopolitical event, pandemic, or other public health crisis or other catastrophic occurrence that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our enterprise financial systems or manufacturing resource planning and enterprise quality systems, or that otherwise disrupted operations, may make it difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. The disaster recovery and business continuity plans we have in place currently are limited and are unlikely to prove adequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which, particularly when taken together with our lack of earthquake insurance, could negatively impact our business.

Furthermore, escalation of geopolitical tensions, including as a result of the ongoing conflicts between Russia and Ukraine or in the Middle East, could impact our current or planned clinical operations and our business partners and suppliers, which could adversely affect our business, partners, suppliers or the economy as a whole. The extent and duration of the military action, sanctions and resulting market disruptions could be significant and have substantial impact on the global economy and our business for an unknown period of time, including limiting our ability to include European or Middle Eastern sites as clinical trial locations in the future, as a result of which we may have to delay, reduce the scope of or suspend one or more of our clinical trials.

Despite any precautions we may take, the occurrence of a natural disaster or other unanticipated problems could result in lengthy interruptions to our business or disruptions in our activities or the activities of our partners, suppliers or the economy as a whole. All of the aforementioned risks may be further increased if our disaster recovery plans prove to be inadequate.

Our employees, independent contractors, vendors, principal investigators, CROs and consultants may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements and insider trading.

We are exposed to the risk that our employees, independent contractors, vendors, principal investigators, CROs and consultants may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless or negligent conduct or disclosure of unauthorized activities to us that violate the regulations of the FDA or comparable foreign regulatory authorities, including those laws requiring the reporting of true, complete and accurate information to such authorities; healthcare fraud and abuse laws and regulations in the United States and abroad; or laws that require the reporting of financial information or data accurately. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use of information obtained in the course of clinical trials or creating fraudulent data in our preclinical studies or clinical trials, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Additionally, we are subject to the risk that a person could allege fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, and curtailment of our operations.

Risks related to our common stock and warrants

The price of our common stock is volatile and fluctuates substantially, which could result in substantial losses for investors.

Our stock price is highly volatile. The stock market in general, and the market for biopharmaceutical companies in particular, have experienced extreme volatility that has often been unrelated to the operating performance of particular companies.

The market price for our common stock may be influenced by many factors, including:

- our research and development efforts and our ability to discover and develop product candidates;
- results of our clinical trials and preclinical studies or those of our competitors;
- the success of competitive products or technologies;
- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;

- the level of expenses related to our product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license product candidates or companion diagnostics;
- any adverse developments or disagreements or perceived adverse developments or disagreements with our partners;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors; and
- general economic, industry and market conditions.

In addition, stock markets with respect to public companies, particularly companies in the biotechnology industry, have experienced significant price and volume fluctuations that have affected and continue to affect, the stock prices of these companies. Stock prices of many companies, including biotechnology companies, have fluctuated in a manner often unrelated to the operating performance of those companies. In the past, companies that have experienced volatility in the trading price of their securities have been subject to securities class action litigation.

An active and liquid market for our common stock may not be sustained.

Our common stock is currently listed on the Nasdaq Global Select Market under the symbol "RVMD". The price for our common stock may vary, and an active and liquid market in our common stock may not be sustained. The lack of an active market may impair the value of your shares, your ability to sell your shares at the time you wish to sell them and the prices that you may obtain for your shares. An inactive market may also impair our ability to raise capital by selling our common stock and our ability to acquire other companies, products or technologies by using our common stock as consideration.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We do not currently intend to pay any cash dividends on our common stock for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Additionally, the terms of our Loan Agreement restrict our ability to pay dividends, except for certain customary exceptions. Therefore, stockholders are not likely to receive any dividends on their common stock for the foreseeable future. Since we do not intend to pay dividends, stockholders' ability to receive a return on their investment will depend on any future appreciation in the market value of our common stock. There is no guarantee that our common stock will appreciate or even maintain the price at which our holders have purchased it.

Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market, the market price of our common stock could decline.

As of September 30, 2025, 30.1 million shares of common stock were subject to outstanding options, warrants or restricted stock units and were eligible, or expected to become eligible, for sale in the public market to the extent permitted by the provisions of various vesting schedules and Rule 144 and Rule 701 under the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the market price of our common stock could decline.

There is no guarantee that our public and private warrants will ever be in the money, and they may expire worthless.

We have public and private warrants that were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and EQRx (the Warrant Agreement). Following the EQRx Acquisition, these warrants became exercisable for shares of our common stock, and we appointed Equiniti Trust Company, LLC as the warrant agent. These warrants entitle registered holders to purchase 0.1112 shares of our common stock at an exercise price of $11.50 per such fractional share of common stock. There is no guarantee that these warrants will ever be in the money prior to their expiration, and as such, these warrants could expire worthless.

We may amend the terms of our public and private warrants in a manner that may be adverse to holders with the approval by the holders of at least 50% of the then-outstanding warrants. As a result, the exercise price of a holder's warrants could be increased, the exercise period could be shortened and the number of shares of our common stock purchasable upon exercise of a warrant could be decreased, all without the approval of that warrant holder.

The Warrant Agreement provides that the terms of our public and private warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 50% of the then-outstanding warrants to make any change that adversely affects the interests of the registered holders. Accordingly, we may only amend the terms of these warrants in a manner adverse to a holder if holders of at least 50% of the then-outstanding warrants approve of the amendment, including to, among other things, increase the exercise price of the warrants, convert the warrants into cash or stock, shorten the exercise period or decrease the number of shares of common stock purchasable upon exercise of a warrant.

We may redeem unexpired public and private warrants prior to their exercise at a time that is disadvantageous to warrant holders, thereby making their warrants worthless.

We have the ability to redeem our outstanding public warrants at any time prior to their expiration (A) at a price of $0.01 per public warrant; provided that the last reported sales price of our common stock equals or exceeds $161.87 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30 trading-day period ending on the third trading day prior to the date on which we give notice of such redemption to the public warrant holders and provided certain other conditions are met, and (B) at a price of $0.10 per public warrant; provided that (i) holders will be able to exercise their public warrants on a cashless basis prior to redemption and receive that number of shares determined by reference to an agreed table based on the redemption date and the "fair market value" of the common stock, (ii) if the last reported sales price of Common Stock equals or exceeds $89.93 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a public warrant as described in the "Description of Securities" filed as Exhibit 4.3 to the 2024 Form 10-K under the heading "Public warrants — Anti-dilution Adjustments") for any 20 trading days within the 30-trading day period ending three trading days before we send the notice of redemption to the public warrant holders, (iii) if the closing price of our common stock for any 20 trading days within a 30-trading day period ending three trading days before we send the notice of redemption to the public warrant holders is less than $161.87 per share (as adjusted), the private warrants must also be concurrently called for redemption on the same terms as the outstanding public warrants and (iv) provided certain other conditions are met. A redemption in accordance with (B) above may result in public warrant holders having to exercise the public warrants at a time when they are out-of-the-money or receive nominal consideration from us for them.

The terms of the private warrants are substantially the same as the public warrants; provided, that, except as described above in the discussion of the redemption of public warrants when the price per share of our common stock equals or exceeds $89.93, the private warrants are exercisable on a cashless basis and are non-redeemable for cash so long as they are held by the initial purchasers or their permitted transferees. If the private warrants are held by someone other than the initial purchasers or their permitted transferees, the private warrants are redeemable by us and exercisable by such holders on the same basis as the public warrants. Please see Exhibit 4.3 "Description of Securities — Warrants — Public Warrants" filed with the 2024 Form 10-K for additional information.

If and when these warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding public and private warrants could force the warrant holders: (i) to exercise their warrants and pay the exercise price therefor at a time when it may be disadvantageous for them to do so; (ii) to sell their warrants at the then-current market price when they might otherwise wish to hold their warrants; or (iii) to accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, is likely to be substantially less than the market value of their warrants.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes has been limited by "ownership changes" and may be further limited.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the Code), and corresponding provisions of state law, if a corporation undergoes an "ownership change" (generally defined as a greater than 50 percentage point change (by value) in its equity ownership over a rolling three-year period), the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes (such as research and development tax credits) to offset its post-change income or taxes may be limited. We have experienced ownership changes in the past, and we may experience ownership changes in the future as a result of our public offerings or other changes in our stock ownership (some of which are not in our control). Use of our federal and state net operating loss carryforwards has been limited as a result of ownership changes and could be further limited if we experience additional ownership changes.

Provisions in our charter documents and under Delaware law could discourage a takeover that stockholders may consider favorable and may lead to entrenchment of management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent changes in control or changes in our management without the consent of our board of directors. These provisions include the following:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to appoint a director to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- the required approval of at least 66 2/3% of the shares entitled to vote at an election of directors to adopt, amend or repeal our amended and restated bylaws or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by our chief executive officer or president or by our board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

We are also subject to the anti-takeover provisions contained in Section 203 of the Delaware General Corporation Law. Under Section 203, a corporation may not, in general, engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other exceptions, the board of directors has approved the transaction.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, in each case, to the fullest extent permitted by Delaware law.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, our amended and restated bylaws and our indemnification agreements that we have entered into with our directors and officers provide that:

- we will indemnify our directors and officers for serving us in those capacities or for serving other business enterprises at our request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to our best interests and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful;
- we may, in our discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law;
- we are required to advance expenses, as incurred, to our directors and officers in connection with defending a proceeding, except that such directors or officers shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification;

- we are not obligated pursuant to our amended and restated bylaws to indemnify a person with respect to proceedings initiated by that person against us or our other indemnitees, except with respect to proceedings authorized by our board of directors or brought to enforce a right to indemnification;
- the rights conferred in our amended and restated bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees and agents and to obtain insurance to indemnify such persons; and
- we may not retroactively amend our amended and restated bylaws to reduce our indemnification obligations to our directors, officers, employees and agents.

Our amended and restated certificate of incorporation and amended and restated bylaws provide for an exclusive forum in the Court of Chancery of the State of Delaware for certain disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for any state law derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, any action to interpret, apply, enforce, or determine the validity of our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine; provided that, the exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended (the Exchange Act) or any other claim for which the federal courts have exclusive jurisdiction; and provided further that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware. Our amended and restated bylaws also provide that the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause or causes of action under the Securities Act. Such provision is intended to benefit and may be enforced by us, our officers and directors, the underwriters to any offering giving rise to such complaint and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Nothing in our amended and restated certificate of incorporation or amended and restated bylaws precludes stockholders that assert claims under the Exchange Act from bringing such claims in state or federal court, subject to applicable law.

We believe these provisions may benefit us by providing increased consistency in the application of Delaware law and federal securities laws by chancellors and judges, as applicable, particularly experienced in resolving corporate disputes, efficient administration of cases on a more expedited schedule relative to other forums and protection against the burdens of multi-forum litigation. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, other employees or stockholders, which may discourage lawsuits with respect to such claims, although our stockholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive-forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. If a court were to find the choice of forum provision in our amended and restated certificate of incorporation or amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business, financial condition, results of operations and prospects.

General risk factors

Raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our technologies.

To date, we have primarily financed our operations through the sale or issuance of preferred stock and common stock and upfront payments and research and development cost reimbursement received in connection with our prior collaboration with Sanofi and the EQRx Acquisition. We will be required to seek additional funding in the future to achieve our goals and may do so through a combination of public or private equity offerings, debt financings, credit or loan facilities, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. If we raise additional funds by issuing equity securities, our stockholders may suffer dilution and the terms of any financing may adversely affect the rights of our stockholders. For example, the EQRx Acquisition, an all-stock transaction pursuant to which we issued shares of our common stock according to a blended formula, resulted in substantial dilution to our stockholders. In addition, as a condition to providing additional funds to us, future investors may demand, and may be granted,

rights superior to those of existing stockholders. Debt financing, if available, is likely to involve restrictive covenants limiting our flexibility in conducting future business activities, and, in the event of insolvency, debt holders would be repaid before holders of our equity securities would receive any distribution of our corporate assets. Attempting to secure additional financing may also divert our management from our day-to-day activities, which may adversely affect our ability to develop our product candidates.

Litigation or other legal proceedings, including proceedings related to intellectual property and securities class action lawsuits and derivative lawsuits, could cause us to spend substantial resources and distract our personnel from their normal responsibilities.

Even if resolved in our favor, litigation or other legal proceedings, may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. There is considerable intellectual property litigation in the pharmaceutical industry. Additionally, securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements or as a result of stock price volatility. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could result in substantial costs and monetary damages and thus substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. As noted above, some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace, including compromising our ability to raise the funds necessary to continue our clinical trials, continue our research programs, license necessary technology from third parties, or enter into development collaborations that would help us commercialize our product candidates, if approved.

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations. We can face serious consequences for violations.

Among other matters, U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations (collectively, Trade Laws), prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors, and other partners from authorizing, promising, offering, providing, soliciting, or receiving directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We also expect our non-U.S. activities to increase in time. We plan to engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals and we can be held liable for the corrupt or other illegal activities of our personnel, agents, or partners, even if we do not explicitly authorize or have prior knowledge of such activities.

We may be adversely affected by events in the global economy and events adversely affecting the financial services industry.

We may be adversely affected by general conditions in the global economy and in the global financial markets, including the current inflationary environment and the imposition of tariffs and other trade protection measures. Increased inflation and costs of production may result in decreased demand for our products (if approved), increased operating costs (including our labor costs), reduced liquidity and limitations on our ability to access credit or otherwise raise debt and equity capital. In addition, the U.S. Federal Reserve has raised, and may again in the future raise, interest rates in response to inflation. Increases in interest rates, especially if coupled with reduced government spending and volatility in financial markets, could have the effect of further increasing economic uncertainty and heightening these risks.

Adverse developments that affect financial institutions or concerns or rumors about these events have in the past and may in the future lead to market-wide liquidity problems. For example, in March 2023, Silicon Valley Bank was closed by the California Department of Financial Protection and Innovation, which appointed the U.S. Federal Deposit Insurance Corporation (FDIC) as receiver. Similarly, other institutions have been and may continue to be swept into receivership. Uncertainty may remain over liquidity concerns in the broader financial services industry, and there may be unpredictable impacts to our business and our industry. We cannot anticipate all the ways in which the global financial market conditions could adversely impact our business in the future.

Although we assess our banking relationships as we believe necessary or appropriate, our access to deposits or other financial assets on a timely basis or in adequate amounts could be significantly impaired by factors that affect the financial institutions with which we have banking relationships or the financial markets or financial services industry generally. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity

agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry.

We maintain our cash at financial institutions, in balances that may exceed federally insured limits.

We maintain the majority of our cash and cash equivalents in accounts at banking institutions in the United States that we believe are of high quality. Cash held in these accounts may exceed the FDIC insurance limits. If these banking institutions were to fail, we could lose all or a portion of amounts held in excess of these insurance limitations. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all.

We incur significantly increased costs as a result of operating as a public company, and our management devotes substantial time to new compliance initiatives. We may fail to comply with the rules that apply to public companies, including Section 404 of the Sarbanes-Oxley Act of 2002 (Sarbanes-Oxley), which could result in sanctions or other penalties that would harm our business.

We incur significant legal, accounting and other expenses as a public company, including costs resulting from public company reporting obligations under the Exchange Act, and regulations regarding corporate governance practices. The listing requirements of the Nasdaq Global Select Market and the rules of the SEC require that we satisfy certain corporate governance requirements relating to director independence, filing annual and interim reports, stockholder meetings, approvals and voting, soliciting proxies, conflicts of interest and a code of conduct. Our management and other personnel devote a substantial amount of time to comply with all of these requirements. Moreover, the reporting requirements, rules and regulations will increase our legal and financial compliance costs and make some activities more time-consuming and costly. Any changes we make to comply with these obligations may not be sufficient to allow us to satisfy our obligations as a public company on a timely basis, or at all. These reporting requirements, rules and regulations, coupled with the increase in potential litigation exposure associated with being a public company, could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or board committees or to serve as executive officers, or to obtain certain types of insurance, including directors' and officers' insurance, on acceptable terms. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

Our current shares outstanding and resulting market valuation do not reflect shares of our common stock issuable upon the exercise of warrants that are exercisable at the discretion of the holders of such warrants. If we sell shares of our common stock in future financings, stockholders may experience immediate dilution and, as a result, our stock price may decline.

We have issued in the past, and may from time to time issue, additional shares of common stock at a discount from the current trading price of our common stock. As a result, our stockholders would experience immediate dilution upon the purchase of any shares of our common stock sold at such discount. In addition, as opportunities present themselves, we may enter into financing or similar arrangements in the future, including the issuance of debt securities, preferred stock or common stock. For example, in August 2024, we entered into a sales agreement with TD Cowen, to sell shares of our common stock, from time to time, with aggregate gross proceeds of up to $500 million, through an at-the-market equity offering program under which TD Cowen agreed to act as our sales agent. During the year ended December 31, 2024, we sold an aggregate of 1,147,893 shares of common stock under the 2024 ATM, resulting in gross proceeds of $60.4 million. In November 2023, we completed the EQRx Acquisition, which was an all-stock transaction pursuant to which we (i) issued shares of our common stock according to a blended formula, resulting in substantial dilution to our stockholders, and (ii) assumed public and private warrants to purchase shares of our common stock. Additionally, in December 2024, we completed an underwritten public offering that included the sale of pre-funded warrants to purchase 2,173,917 shares of our common stock. Until exercised, the shares issuable upon the exercise of the warrants are not included in the number of our outstanding shares of common stock. If we issue common stock or securities convertible into common stock in the future, our common stockholders would experience additional dilution and, as a result, our stock price may decline.

If securities analysts do not continue to publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

The trading market for our common stock relies, in part, on the research and reports that industry or financial analysts publish about us or our business. If few analysts publish research or reports about us, the trading price of our stock would likely decrease. If one or more of the analysts covering our business downgrades their evaluations of our stock, the price of our stock could decline. If one or more of these analysts ceases to cover our stock, we could lose visibility in the market for our stock, which, in turn, could cause our stock price to decline.

If we fail to maintain proper and effective internal controls over financial reporting, our ability to produce accurate and timely financial statements could be impaired, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

As a public company, we are subject to Section 404 of Sarbanes-Oxley and the related rules of the SEC, which generally require our management and independent registered public accounting firm to report on the effectiveness of our internal control over financial reporting.

In order to provide the reports required by these rules we must conduct reviews and testing of our internal controls. During the course of our review and testing, we may identify deficiencies and be unable to remediate them before we must provide the required reports. Furthermore, if we have a material weakness in our internal controls over financial reporting, we may not detect errors on a timely basis, and our financial statements may be materially misstated. Further, failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets. We or our independent registered public accounting firm may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting, which could harm our operating results, cause investors to lose confidence in our reported financial information and cause the trading price of our stock to fall. In addition, as a public company, we are required to file accurate and timely quarterly and annual reports with the SEC under the Exchange Act. In order to report our results of operations and financial statements on an accurate and timely basis, we will depend on third-party vendors to provide timely and accurate notice of their costs to us. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares and public warrants from the Nasdaq Global Select Market or other adverse consequences.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Unregistered Sales of Equity Securities

Not applicable.

Use of Proceeds from the Sale of Registered Securities

Not applicable.

Issuer Purchases of Equity Securities

Not applicable.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.
Rule 10b5-1 Plans

During the quarterly period ended September 30, 2025, the following directors and officers of the Company adopted Rule 10b5-1 trading arrangements intended to satisfy the affirmative defense of Rule 10b5-1(c) promulgated under the Exchange Act. The details of these arrangements are as follows:

On August 26, 2025, Steve Kelsey, M.D., FRCP, FRCPath, President, Research and Development, adopted a Rule 10b5-1 trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) promulgated under the Exchange Act, which provides for the potential exercise and sale of up to 150,000 shares of the Company's common stock subject to a stock option held by Dr. Kelsey. The trading plan will terminate at the earlier of the execution of all trading orders pursuant to the plan and March 31, 2026.

Item 6. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference			Provided Herewith
		Form	Date	Number	
3.1	Amended and Restated Certificate of Incorporation.	8-K	2/18/2020	3.1	
3.2	Amended and Restated Bylaws.	8-K	3/8/2021	3.1	
10.1	Eighth Amendment, dated as of July 28, 2025, to Lease by and between HCP LS Redwood City, LLC and Revolution Medicines, Inc.				X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.				X
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2025 has been formatted in Inline XBRL and contained in Exhibit 101.				X

* The certifications attached as Exhibits 32.1 and 32.2 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Revolution Medicines, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

Revolution Medicines, Inc.

Date: November 5, 2025 By: /s/ Mark A. Goldsmith
Mark A. Goldsmith, M.D., Ph.D.
Chief Executive Officer
(Principal Executive Officer)

Revolution Medicines, Inc.

Date: November 5, 2025 By: /s/ Jack Anders
Jack Anders
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.1

EIGHTH AMENDMENT TO LEASE

This EIGHTH AMENDMENT TO LEASE ("**Eighth Amendment**") is made and entered into as of July 28, 2025 (the "**Effective Date**"), by and between **HCP LS REDWOOD CITY, LLC,** a Delaware limited liability company ("**Landlord**"), and **REVOLUTION MEDICINES, INC.**, a Delaware corporation ("**Tenant**").

R E C I T A L S :

A. Landlord and Tenant are parties to the Lease dated January 15, 2015 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated September 16, 2016 (the "**First Amendment**"), that certain Second Amendment to Lease dated April 17, 2020 (the "**Second Amendment**"), that certain Third Amendment to Lease dated November 1, 2021 (the "**Third Amendment**"), that certain Fourth Amendment to Lease dated March 24, 2023 (the "**Fourth Amendment**"), that certain Fifth Amendment to Lease dated August 3, 2023 (the "**Fifth Amendment**") that certain Sixth Amendment to Lease dated July 12, 2024 (the "**Sixth Amendment**") and that certain Seventh Amendment to Lease dated November 5, 2024 (the "**Seventh Amendment**", and together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, the "**Lease**"), whereby Tenant leases approximately 233,065 RSF ("**Eighth Amendment Existing Premises**") comprised of:

(i) that certain premises (the "**700 Premises**") containing approximately 41,916 RSF consisting of the entire building ("**700 Building**") located at 700 Saginaw Drive, Redwood City, CA,

(ii) that certain premises (the "**300 Premises**") containing approximately 19,483 RSF consisting of the entire building (the "**300 Building**") located at 300 Saginaw Drive, Redwood City, CA,

(iii) that certain premises (the "**800 Premises**") containing approximately 41,445 RSF consisting of the entire building ("**800 Building**") located at 800 Saginaw Drive, Redwood City, CA,

(iv) that certain premises (the "**900 Premises**") containing approximately 39,967 RSF consisting of the entire building ("**900 Building**") located at 900 Saginaw Drive, Redwood City, CA,

(v) that certain premises (the "**500 Premises**") containing approximately 43,293 RSF consisting of the entire building ("**500 Building**") located at 500 Saginaw Drive, Redwood City, CA, and

(vi) that certain premises (the "**600 Premises**") containing approximately 46,961 RSF consisting of the entire building (the "**600 Building**") located at 600 Saginaw Drive, Redwood City, CA.

B. Tenant desires to expand the Eighth Amendment Existing Premises to include that certain space consisting of approximately 60,841 RSF (the "**Eighth Amendment Expansion Premises**") comprising all of the rentable area of the building located at 400 Saginaw Drive, Redwood City, CA (the "**400 Building**"), as delineated on **Exhibit A** attached hereto and made a part hereof, and to make other modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided. With the addition of the Eighth Expansion Premises, the total Premises will contain 293,906 RSF.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Eighth Amendment.

2. **Modification of Premises**.

2.1. Effective as of the date Landlord tenders possession of the Eighth Amendment Expansion Premises to Tenant in the condition required by this Eighth Amendment (such date, the "**Eighth Amendment Expansion Commencement Date**"), Tenant shall lease from Landlord and Landlord shall lease to Tenant the Eighth Amendment Expansion Premises. The Eighth Amendment Expansion Commencement Date is currently anticipated to occur July 29, 2025 (the "**Anticipated Eighth Amendment Expansion Commencement Date**"). Landlord shall be deemed to have tendered possession of the Eighth Amendment Expansion Premises to Tenant upon the date that Landlord provides Tenant with a key or access card to the Eighth Amendment Expansion Premises and the Eighth Amendment Expansion Premises is in the condition required by this Eighth Amendment, and no action by Tenant shall be required therefor. If, for any reason, Landlord is delayed in tendering possession of the Eighth Amendment Expansion Premises to Tenant on the Anticipated Eighth Amendment Expansion Commencement Date or any other date, except as otherwise expressly provided in Section 2.3 below, Landlord shall not be subject to any liability for such failure, and the validity of this Lease shall not be impaired, but the Eighth Amendment Expansion Commencement Date shall be extended by one day for each day after the Eighth Amendment Expansion Commencement Date until Landlord tenders possession of the Eighth Amendment Expansion Premises to Tenant. Effective upon the Eighth Amendment Expansion Commencement Date, the Existing Premises shall be increased to include the Eighth Amendment Expansion Premises. Landlord and Tenant hereby acknowledge that such addition of the Eighth Amendment Expansion Premises to the Existing Premises shall, effective as of the Eighth Amendment Expansion Commencement Date, increase the size of the Premises to approximately 293,906 RSF. The Eighth Amendment Existing Premises and the Eighth Amendment Expansion Premises may hereinafter collectively be referred to as the "**Premises**." All references in the Lease, as amended, to the Building shall mean (i) the 700 Building when the context applies to the 700 Building or any portion of the Premises located in the 700 Building, (ii) the 300 Building when the context applies to the 300 Building or any portion of the Premises located in the 300 Building, (iii) the 800 Building when the context applies to the 800 Building or

any portion of the Premises located in the 800 Building, (iv) the 900 Building when the context applies to the 900 Building or any portion of the Premises located in the 900 Building, (v) the 500 Building when the context applies to the 500 Building or any portion of the Premises located in the 500 Building, (vi) the 600 Building when the context applies to the 600 Building or any portion of the Premises located in the 600 Building, (vii) the 400 Building when the context applies to the 400 Building or any portion of the Premises located in the 400 Building, and (viii) each of the 700 Building, the 300 Building, the 800 Building, the 900 Building, the 500 Building, the 600 Building and the 400 Building when the context applies to each of such buildings.

2.2. As a condition precedent to the effectiveness of this Eighth Amendment for Landlord's benefit only, (i) Landlord's existing lease for the Eighth Amendment Expansion Premises with IMPOSSIBLE FOODS INC., a Delaware corporation ("**Impossible Foods**"), shall have either expired or have been terminated to Landlord's satisfaction, and (ii) Tenant shall have entered into a new sublease with Impossible Foods (the "**New Impossible Foods Sublease**") in a form mutually and reasonably agreed upon by Landlord, Tenant and Impossible Foods, provided Tenant shall have obtained Landlord's prior written consent of such New Impossible Foods Sublease pursuant to the terms of the Lease, in a form mutually and reasonably agreed upon by Landlord, Tenant and Impossible Foods (the "**Landlord Impossible Foods Consent Agreement**"). As a condition precedent to the effectiveness of this Eighth Amendment for Tenant's benefit only, (A) Landlord shall have executed this Eighth Amendment, (B) Tenant and Impossible Foods shall have fully executed the New Impossible Foods Sublease, and (C) the Landlord Impossible Foods Consent Agreement shall have been executed by all parties thereto.

2.3. Notwithstanding Section 2.1 above to the contrary, if Landlord fails to deliver possession of the Eighth Amendment Expansion Premises to Tenant on or before the date that is thirty (30) days after the Anticipated Eighth Amendment Expansion Commencement Date (the "**Outside Delivery Date**"), which Outside Delivery Date shall be extended day for day for each day Landlord fails to deliver possession of the Eighth Amendment Expansion Premises to Tenant as a direct result of any acts or omissions of Tenant or Tenant's agents, employees or contractors, and/or any events of Force Majeure, then Landlord shall abate one (1) day of Base Rent for the Eighth Amendment Expansion Premises, only, for every one (1) day of delay that Landlord fails to deliver possession of the Eighth Amendment Expansion Premises to Tenant beyond the Outside Delivery Date (as so extended), with such abatement applied to Base Rent first coming due for the Eighth Amendment Premises. The abatement right afforded to Tenant under this Section 2.3 shall be Tenant's sole and exclusive remedy for Landlord's failure to deliver possession of the Eighth Amendment Expansion Premises to Tenant by the Outside Delivery Date (as so extended).

3. **Lease Term**.

3.1. **Eighth Amendment Expansion Term**. Landlord and Tenant acknowledge that Tenant's lease of the Eighth Amendment Existing Premises is scheduled to expire on December 31, 2035, pursuant to the terms of the Lease (herein, the "**Lease Expiration Date**"). For purposes of this Eighth Amendment, the term "**Expansion Year**" shall mean each consecutive twelve (12) month period during the Eighth Amendment Expansion Term; provided, however, that the first (1st) Expansion Year shall commence on the Eighth Amendment Expansion Commencement Date and end on the last day of the month in which the first anniversary of the

Eighth Amendment Expansion Commencement Date occurs (unless the Eighth Amendment Expansion Commencement Date is the first (1st) day of a calendar month, in which event the first applicable Expansion Year shall end on the day immediately preceding the first anniversary of the Eighth Amendment Expansion Commencement Date), and the second and each succeeding applicable Expansion Year shall commence on the first day of the next calendar month; and further provided that the last applicable Expansion Year shall end on the Lease Expiration Date. The period of time commencing on the Eighth Amendment Expansion Commencement Date and terminating on the Lease Expiration Date, shall be referred to herein as the "**Eighth Amendment Expansion Term**."

3.2. **Option Term**. Landlord and Tenant acknowledge and agree that Tenant shall continue to have one (1) option to extend the Lease Term for a period of ten (10) years in accordance with, and pursuant to the terms of, Section 2.2 of the Original Lease, Section 3.2 of the Second Amendment, Section 3.2 of the Third Amendment, Section 3.2 of the Fourth Amendment, Section 3.2 of the Sixth Amendment and Section 3.2 of the Seventh Amendment; provided, however, for purposes hereof, (i) all references therein to the "initial Lease Term" shall be deemed to refer to the "Eighth Amendment Expansion Term", (ii) such right shall apply to the entire Premises existing as of the Lease Expiration Date (i.e., the Eighth Amendment Existing Premises and the Eighth Amendment Expansion Premises), and (iii) Tenant may only exercise such option with respect to the entire Premises existing as of the Lease Expiration Date (i.e., the Eighth Amendment Existing Premises and the Eighth Amendment Expansion Premises).

4. **Base Rent**.

4.1. **Eighth Amendment Existing Premises**. Notwithstanding anything to the contrary in the Lease as hereby amended, Tenant shall continue to pay Base Rent for the Eighth Amendment Existing Premises in accordance with the terms of the Lease.

4.2. **Eighth Amendment Expansion Premises**.

(a) **Base Rent for Eighth Amendment Expansion Premises.** During the Eighth Amendment Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Eighth Amendment Expansion Premises (which shall be calculated separate and apart from Base Rent for the Eighth Amendment Existing Premises) as follows, including, without limitation, if the Eighth Amendment Expansion Commencement Date occurs on a date which is other than the first (1st) day of a calendar month, annual increases shall commence as of the first anniversary of the first (1st) day of the subsequent calendar month immediately following the Eighth Amendment Expansion Commencement Date (as set forth below):

Period During Eighth Amendment Expansion Term	Annualized Base Rent	Monthly Installment of Base Rent	Approximate Monthly Rental Rate per RSF
7/29/25 – 7/31/25*	N/A	$30,911.15**	$5.2500
8/1/25 – 7/31/26	$3,832,983.00	$319,415.25	$5.2500
8/1/26 – 7/31/27	$3,967,137.41	$330,594.78	$5.4338
8/1/27 – 7/31/28	$4,105,987.21	$342,165.60	$5.6239
8/1/28 – 7/31/29	$4,249,696.77	$354,141.40	$5.8208
8/1/29 – 7/31/30	$4,398,436.15	$366,536.35	$6.0245
8/1/30 – 7/31/31	$4,552,381.42	$379,365.12	$6.2354
8/1/31 – 7/31/32	$4,711,714.77	$392,642.90	$6.4536
8/1/32 – 7/31/33	$4,876,624.79	$406,385.40	$6.6795
8/1/33 – 7/31/34	$5,047,306.65	$420,608.89	$6.9132
8/1/34 – 7/31/35	$5,223,962.39	$435,330.20	$7.1552
8/1/35 – 12/31/35	$5,406,801.07	$450,566.76	$7.4056

*The July 29, 2025 date is based upon an Anticipated Eighth Amendment Expansion Commencement Date of July 29, 2025.
**Reflects total payable for such July 2025 period calculated on a per diem basis.

(b) **Eighth Expansion Premises Abated Base Rent**. Provided that Tenant is not then in default of the Lease (as hereby amended) beyond any applicable notice and cure periods, then during the following twelve (12) months of the Eighth Amendment Expansion Term (the "**Eighth Amendment Expansion Rent Abatement Period**"), Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Eighth Amendment Expansion Premises only during such Eighth Amendment Expansion Rent Abatement Period (the "**Eighth Amendment Expansion Rent Abatement**"): (i) August 1, 2025 through and including November 30, 2025; (ii) August 1, 2026 through and including November 30, 2026; and (iii) August 1, 2027 through and including November 30, 2027. Landlord and Tenant acknowledge that the aggregate amount of the Eighth Amendment Expansion Rent Abatement equals $3,968,702.54 (i.e., with respect to 2025, $319,415.25 per month and $1,277,661 in the aggregate, with respect to 2026, $330,594.78 per month and $1,322,379.14 in the aggregate, and with respect to 2027, $342,165.60 per month and $1,368,662.40 in the aggregate). Tenant acknowledges and agrees that the foregoing Eighth Amendment Expansion Rent Abatement has been granted to Tenant as additional consideration for entering into this Eighth Amendment, and for agreeing to pay the Rent and performing the terms and conditions otherwise required under the Lease (as hereby amended).

If Tenant shall be in default under the Lease (as hereby amended) during the Eighth Amendment Expansion Rent Abatement Period and shall fail to cure such default within the notice and cure period, if any, permitted for cure pursuant to the Lease (as hereby amended), then the dollar amount of the unapplied portion of the Eighth Amendment Expansion Rent Abatement as of the expiration of such cure period shall be converted to a credit to be applied to the Base Rent applicable at the end of the Eighth Amendment Expansion Term and Tenant shall then be obligated to begin paying Base Rent for the Eighth Amendment Expansion Premises.

Tenant shall pay Base Rent for the first full month during which Base Rent will come due with respect to the Eighth Amendment Expansion Premises within thirty (30) days following the mutual execution of this Eighth Amendment.

5. **Tenant's Share of Direct Expenses**.

5.1. **Eighth Amendment Existing Premises**. Tenant shall continue to pay Tenant's Share of Direct Expenses in connection with the Eighth Amendment Existing Premises in accordance with the terms of the Lease through and including the Lease Expiration Date.

5.2. **Eighth Amendment Expansion Premises**. Commencing on the Eighth Amendment Expansion Commencement Date and continuing throughout the Eighth Amendment Expansion Term, Tenant shall pay Tenant's Share of Direct Expenses in connection with the Eighth Amendment Expansion Premises in accordance with the terms of the Lease, provided that with respect to the calculation of Tenant's Share of Direct Expenses in connection with the Eighth Amendment Expansion Premises, Tenant's Share shall equal 100% of the 400 Building.

6. **Condition of Eighth Amendment Expansion Premises**. Except as otherwise set forth in the Tenant Work Letter attached hereto as **Exhibit B**, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Eighth Amendment Expansion Premises, and Tenant shall accept the Eighth Amendment Expansion Premises in its presently existing, "as-is" condition, provided that as of the Eighth Amendment Expansion Commencement Date, the Eighth Amendment Expansion Premises shall be in compliance with Applicable Laws (including with respect to ADA requirements and Hazardous Materials) in effect and enforced as of such date to the extent necessary to obtain or maintain a certificate of occupancy, final sign-off or the legal equivalent thereof for the Eighth Amendment Expansion Premises, in broom clean condition and reasonably weather-tight. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Impossible Foods will be in possession of all or a portion of the Eighth Amendment Expansion Premises as of the Eighth Amendment Expansion Commencement Date pursuant to the terms of the New Impossible Foods Sublease. Any failure of the Premises to be in such condition at such time shall be remedied by Landlord at Landlord's sole cost and expense, which shall be Tenant's sole remedy for any such failure. Tenant shall accept all laboratory systems and process utilities in their presently existing, as-is condition and Tenant shall be solely responsible for all costs related to their conditional use. Notwithstanding the foregoing or anything in the Lease to the contrary, Landlord shall, at Landlord's sole cost and expense (which shall not be deemed an Operating Expense), repair or replace any failed or inoperable portion of the roof, roof membrane, or Building Systems serving the Eighth Amendment Expansion Premises and shall keep the same in good working order during the first (1st) year following the Eighth Amendment Expansion Commencement Date ("**Eighth**

Amendment Warranty Period"), provided that the need to repair or replace was not caused by the misuse, misconduct, damage, destruction, omissions, and/or negligence of Tenant, its subtenants and/or assignees, if any, or any company which is acquired, sold or merged with Tenant (collectively, "**Tenant Damage**"), or by any modifications, Alterations or improvements constructed by or on behalf of Tenant. Landlord shall coordinate such work with Tenant and shall utilize commercially reasonable efforts to perform the same in a manner designed to minimize interference with Tenant's use of the Premises. To the extent repairs which Landlord is required to make pursuant to this Section 6 are necessitated in part by Tenant Damage, then to the extent the same are not covered by Landlord's insurance, Tenant shall reimburse Landlord for an equitable proportion of the cost of such repair.

7. **Damage and Destruction**.

7.1. As of the date of this Eighth Amendment, all references in Section 11.2 of the Lease (as last amended by Section 7.1 of the Seventh Amendment) to "Building" are hereby revised to state "the 700 Building, the 300 Building, the 800 Building, the 900 Building, the 500 Building, the 600 Building or the 400 Building, as applicable." Further, in addition to Landlord's rights under Section 11.2 of the Lease to terminate the Lease, as amended, in the event that the conditions specified in such Section 11.2 are satisfied, Landlord shall also have the right to elect to terminate Tenant's lease of the portion of the Premises in only one of the 700 Building, the 300 Building, the 800 Building, the 900 Building, the 500 Building, the 600 Building, or the 400 Building, and in such event Tenant's lease of the portion of the Premises in the non-terminated Building shall remain in full force and effect.

7.2. The sentence added at the end of Section 11.2 of the Lease by the terms of Section 8.2 of the Sixth Amendment (as last amended by Section 7.2 of the Seventh Amendment) is hereby replaced with the following: "Alternatively, upon the termination of Tenant's lease of the portion of the Premises in one or the other of the 700 Building, the 300 Building, the 800 Building, the 900 Building, the 500 Building, the 600 Building, or the 400 Building, under any of the provisions of this Article 11, the parties shall be released with respect to the provisions of the Lease which are applicable to the terminated portion of the Premises without further obligation to the other from the date possession of the terminated portion of the Premises is surrendered to Landlord, except for items which have theretofore accrued and are then unpaid."

8. **Lease Bifurcation**. Landlord and Tenant hereby acknowledge that Landlord may, in its reasonable discretion (e.g., in connection with the financing, refinancing, redevelopment, subdivision, or sale of any or all of the Project), require that separate leases exist with regard to each of the 700 Building, the 300 Building, the 800 Building, the 900 Building, the 500 Building, the 600 Building, and/or the 400 Building. If Landlord so reasonably requires, the parties agree to bifurcate the Lease, as amended, into separate leases at Landlord's sole cost and expense; provided, however, such resulting, bifurcated leases shall, on a collective basis, (i) be on the same terms as set forth in the Lease, as amended hereby (provided that in no event shall certain rights of Tenant which are reasonably assignable to only one of such leases be duplicated in the other of such leases), and (ii) be in form and substance reasonably approved by Tenant. Such bifurcated, replacement leases shall, if so required by Landlord and to the extent the same otherwise satisfy

the requirements of this Section 8, be executed by Landlord and Tenant within thirty (30) days following Landlord's written election and delivery of the same to Tenant.

9. **Right of First Offer; Right of First Refusal on Rejected First Offer Space or Unsolicited Proposal**. Effective as of the Eighth Amendment Expansion Commencement Date, Section 9 of the Seventh Amendment is hereby deleted in its entirety and of no further force or effect (except that Section 10 of the Sixth Amendment deleted thereunder shall remain deleted) and Tenant shall have no further rights thereunder. Notwithstanding the foregoing, subject to the terms and conditions of this Section 9, during the period (the "**First Offer Period**") commencing on the Effective Date and continuing through and including the Lease Expiration Date, subject to the terms and conditions of this Section 9 below, Landlord hereby grants to the above-named Tenant (the "**Original Tenant**") and any Permitted Transferee an on-going right of first offer to lease any available space within the buildings located at 100 Saginaw Drive and 200 Saginaw Drive (each, the "**First Offer Space**"), when any such applicable First Offer Space has become available for lease as reasonably determined by Landlord (and provided that such space continues to be part of the Project). Such right of first offer shall be subordinate to all rights of which are set forth in leases of space in the Project as of the date hereof, and in any "Intervening Lease", as defined below, including any renewal, extension or expansion rights set forth in such leases, regardless of whether such renewal, extension or expansion rights are executed strictly in accordance with their terms, or pursuant to a lease amendment or a new lease (collectively, the "**Superior Right Holders**") with respect to such First Offer Space (or any First Refusal Space [as defined below] as the case may be).

9.1. **Procedure for Offer**. Subject to the terms and conditions of this Section 9 below, prior to Landlord entering into any new lease of the applicable First Offer Space (other than to a Superior Right Holder), when the applicable First Offer Space will or has become available for lease by Tenant as provided above, Landlord shall offer to lease to Tenant such applicable First Offer Space (each, the "**First Offer Notice**"). If Landlord intends to lease the applicable First Offer Space as a part of a transaction including additional space, then the applicable First Offer Notice shall include such additional space as well as the applicable First Offer Space. The applicable First Offer Notice shall describe the space so offered to Tenant and shall set forth the rent and other economic terms upon which Landlord is willing to lease such space to Tenant (each, the "**First Offer Rent**").

9.2. **Procedure for Acceptance; Subsequent Rights**. If Tenant wishes to exercise Tenant's right of first offer with respect to the space described in the applicable First Offer Notice, then within seven (7) business days after delivery of the applicable First Offer Notice to Tenant, Tenant shall deliver notice to Landlord of Tenant's election to exercise its right of first offer with respect to the entire space described in the applicable First Offer Notice on the terms contained in such notice. If Tenant does not so notify Landlord within the seven (7) business day period, then Tenant shall be deemed to have elected not to lease the applicable First Offer Space described in the First Offer Notice (each, a "**Rejected First Offer Space**") and subject to (i) the right of first refusal expressly provided in Section 9.3 below and (ii) the re-initiation of the right of first offer expressly provided in Section 9.4 below, Landlord shall thereafter be free to lease the applicable Rejected First Offer Space to anyone to whom Landlord desires on any terms Landlord desires. For purposes of this Section 9, any such lease to a third-party following any such non- leasing by Tenant of the applicable Rejected First Offer Space hereunder and/or non-leasing of the

applicable First Refusal Space under Section 9.3 below, shall be an "**Intervening Lease**". Notwithstanding anything to the contrary contained herein, Tenant must elect to exercise its right of first offer under this Section 9, if at all, with respect to all of the space offered by Landlord to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof.

9.3. **Tenant's First Refusal Rights**. Notwithstanding anything in this Section 9: (i) notwithstanding that Tenant has expressly elected or is deemed to have elected to not to lease any applicable Rejected First Offer Space pursuant to Section 9.2 above (for purposes of this Section 9.3 and associated provisions in this Section 9, each, a "**First Refusal Space**"), if within nine (9) months after the date Landlord delivered such applicable First Offer Notice to Tenant (the "**9-Month ROFR Period**"), Landlord is willing to accept from any third party (excluding existing tenants of the applicable First Refusal Space and Superior Right Holders) a bona fide proposal (each, a "**First Refusal Proposal**") to lease all or any portion of the applicable First Refusal Space, which First Refusal Proposal has a commencement date scheduled to occur prior to the expiration of the First Offer Period, or (ii) if prior to Landlord deeming any applicable First Offer Space to be available and offering the same to Tenant pursuant to an applicable First Offer Notice pursuant to Section 9.1 above, Landlord receives an unsolicited third party proposal (each, an "**Unsolicited Proposal**") with respect to such applicable First Offer Space that Landlord is willing to accept from any third party (excluding existing tenants of the applicable First Refusal Space and Superior Right Holders) to lease all or any portion of the applicable First Offer Space, which Unsolicited Proposal has a commencement date scheduled to occur prior to the expiration of the First Offer Period (which applicable First Offer Space for such purposes shall also be First Refusal Space hereunder), then: (A) before entering into such third party lease, Landlord shall deliver to Tenant written notice (the "**First Refusal Notice**") of such First Refusal Proposal or Unsolicited Proposal, as applicable, and the same economic terms (i.e., the same scope of rental and concession components) upon which Landlord would lease the applicable First Refusal Space to such third party in such acceptable lease proposal, except that the lease term for such applicable First Refusal Space shall be coterminous with the then-current Lease Term under the Lease, as hereby amended (as it may be extended pursuant to Section 3.2 above), provided, however, if the lease term for such third party lease proposal is different than such coterminous term, then the economic terms of such third party lease proposal as provided to Tenant in the First Refusal Notice shall be adjusted and pro-rated by Landlord as reasonably appropriate taking into account such coterminous term (which economic terms applicable to such proposal shall be referred to herein as the "**First Refusal Economic Terms**"); and (B) so long as no Superior Right Holders have elected to lease such applicable First Refusal Space pursuant to the applicable superior rights, Tenant shall have the right to lease such entire First Refusal Space upon such First Refusal Economic Terms by delivering written notice thereof (the "**First Refusal Election Notice")** to Landlord within five (5) business days after Tenant's receipt of Landlord's First Refusal Notice. If Tenant does not deliver the First Refusal Election Notice to Landlord within such 5-business day period, then Tenant shall be deemed to have elected not to lease such applicable First Refusal Space (any such space, "**Rejected First Refusal Space**" and further, if pertaining to an Unsolicited Proposal, sometimes more specifically a "**Rejected Unsolicited Proposal Refusal Space**"), in which event, except as otherwise expressly provided in Section 9.4(b) below: (1) Landlord may lease such applicable Rejected First Refusal Space (or any portion thereof) to any person or entity on any terms Landlord desires; and (2) Tenant's right to lease such applicable Rejected First Refusal Space as provided in this Section 9.3 shall thereupon automatically terminate and be of no further force or effect. Notwithstanding the foregoing, if Tenant elects or is deemed to have elected not to lease any

applicable Rejected Unsolicited Proposal Refusal Space as set forth hereinabove, then, except as otherwise expressly provided in Section 9.4(c) below, Tenant shall not thereafter also have a subsequent right of first offer with respect to such Rejected Unsolicited Proposal Refusal Space and Landlord may lease the same (or any portion thereof) to any person or entity on any terms Landlord desires.

9.4. **Subsequent First Offer Rights** . Notwithstanding anything in this Section 9 to the contrary, including, without limitation, Sections 9.1, 9.2 and 9.3 above:

(a) with respect to any Rejected First Offer Space with no applicable subsequent First Refusal Notice pertaining thereto, if (1) Tenant has expressly elected or is deemed to have elected not to lease any applicable Rejected First Offer Space pursuant to Section 9.2 above, (2) Landlord has not entered into an Intervening Lease with a third party within nine (9) months following the delivery by Landlord to Tenant of the applicable First Offer Notice (such 9- month period, the "**9-Month Post ROFO Rejection Period**"), and (3) Landlord has not provided any First Refusal Notice to Tenant for any such applicable Rejected First Offer Space, then, so long as Landlord is not engaged in negotiations with a third party to lease all or a portion of such Rejected First Offer Space, following the expiration of the 9-Month Post ROFO Rejection Period, the right of first offer granted to Tenant in this Section 9 shall once again be invoked (i.e., prior to Landlord entering into any new lease of the applicable Rejected First Offer Space [excluding existing tenants of the applicable Rejected First Offer Space and Superior Right Holders], when the applicable Rejected First Offer Space will or has become available for lease by Tenant as provided in Section 9 above, Landlord shall provide Tenant with a First Offer Notice therefor under Section 9.1 above);

(b) with respect to any Rejected First Offer Space that thereafter becomes Rejected First Refusal Space (but not including any Rejected Unsolicited Proposal Refusal Space [which is governed by clause (c) hereinbelow]), if (1) Tenant has expressly elected or is deemed to have elected to not to lease any applicable Rejected First Offer Space pursuant to Section 9.2 above, (2) Landlord thereafter delivers a First Refusal Notice therefor under Section 9.3(i) above, (3) Tenant has expressly elected or is deemed to have elected not to lease any applicable Rejected First Refusal Space pursuant to Section 9.3 above, and (4) Landlord has not entered into an Intervening Lease with a third party within nine (9) months following the delivery by Landlord to Tenant of the applicable First Refusal Notice (such 9-month period, the "**9-Month Post ROFR Rejection Period**"), then, so long as Landlord is not engaged in negotiations with a third party to lease all or a portion of such Rejected First Refusal Space, following the expiration of such 9-Month Post ROFR Rejection Period, the right of first offer granted to Tenant in this Section 9 shall once again be invoked (i.e., prior to Landlord entering into any new lease of the applicable Rejected First Refusal Space [excluding existing tenants of the applicable Rejected First Refusal Space and Superior Right Holders], when the applicable Rejected First Refusal Space will or has become available for lease by Tenant as provided in Section 9 above, Landlord shall provide Tenant with a First Offer Notice therefor under Section 9.1 above); and

(c) with respect to any Rejected Unsolicited Proposal Refusal Space, if (1) Tenant has expressly elected or is deemed to have elected not to lease any applicable Rejected Unsolicited Proposal Refusal Space pursuant to Section 9.3 above, and (2) Landlord has not entered into an Intervening Lease with a third party within nine (9) months following the delivery by Landlord to Tenant of the applicable First Refusal Notice pertaining to an Unsolicited Proposal (such 9-month period, the "**9-Month Post Unsolicited Proposal ROFR Rejection Period**"), then, so long as Landlord is not engaged in negotiations with a third party to lease all or a portion of such Rejected Unsolicited Proposal Refusal Space, following the expiration of such 9-Month Post Unsolicited ROFR Rejection Period, the right of first offer granted to Tenant in this Section 9 shall once again be invoked (i.e., prior to Landlord entering into any new lease of the applicable Rejected Unsolicited Proposal Refusal Space [excluding existing tenants of the applicable Rejected Unsolicited Proposal Refusal Space and Superior Right Holders], when the applicable Rejected Unsolicited Proposal Refusal Space will or has become available for lease by Tenant as provided in Section 9 above, Landlord shall provide Tenant with a First Offer Notice therefor under Section 9.1 above).

9.5. **Construction In Space**. Tenant shall take the applicable First Offer Space (or applicable First Refusal Space, as the case may be) in its "as is" condition, subject to (i) with respect to any applicable First Offer Space, any improvement allowance granted as a component of the applicable First Offer Rent, and (ii) with respect to any applicable First Refusal Space, any applicable First Refusal Economic Terms. In all events, the construction of improvements in the applicable First Offer Space (or applicable First Refusal Space, as the case may be) shall comply with the terms of Article 8 of the Lease.

9.6. **Amendment to Lease**. If Tenant timely exercises Tenant's right to lease the applicable First Offer Space (or applicable First Refusal Space, as the case may be) as set forth herein, Landlord and Tenant shall promptly thereafter execute an amendment to this Lease adding such applicable First Offer Space (and any additional space) (or applicable First Refusal Space, as the case may be) to the Premises upon the terms and conditions as set forth in the applicable First Offer Notice (or applicable First Refusal Economic Terms, as the case may be) and this Section 9. Tenant shall commence payment of Rent for the applicable First Offer Space (or applicable First Refusal Space, as the case may be), and the term of the applicable First Offer Space (or applicable First Refusal Space, as the case may be) shall commence upon the date set forth in the applicable First Offer Notice (or applicable First Refusal Economic Terms, as the case may be) (each, the "**First Offer/Refusal Commencement Date**") and terminate on the date set forth in the applicable First Offer Notice (or applicable First Refusal Economic Terms, as the case may be).

9.7. **Termination of Right of First Offer (and Right of First Refusal)**. The rights contained in this Section 9 shall be personal to the Original Tenant and any Permitted Transferee, and may only be exercised by the Original Tenant and any Permitted Transferee (and not any other assignee, sublessee or other transferee of the Original Tenant's interest in this Lease) if the Original Tenant or Permitted Transferee occupies the entire Premises, except for the New Impossible Foods Sublease. Tenant shall not have the right to lease the applicable First Offer Space (or applicable First Refusal Space, as the case may be), and Landlord shall not be required to deliver any applicable First Offer Notice (or applicable First Refusal Notice, as the case may be) prior to leasing any applicable First Offer Space (or applicable First Refusal Space, as the case may be), if, as of the date of the attempted exercise of any right of first offer (or refusal, as the case

may be) by Tenant, or as of the date Landlord enters such lease, Tenant is in default under the Lease beyond any applicable notice and cure periods set forth therein.

10.**Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Eighth Amendment other than Jones Lang LaSalle and CBRE, Inc. (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Eighth Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party. Landlord shall pay the fees and commissions of the Brokers pursuant to a separate agreement. The terms of this Section shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

11.**Parking**. Effective as of the Eighth Amendment Expansion Commencement Date and continuing throughout the Eighth Amendment Expansion Term, the parking ratio set forth in Section 9 of the Summary of the Original Lease shall also apply to the Eighth Amendment Expansion Premises.

12.**Signage**. Effective as of the Eighth Amendment Expansion Commencement Date, the terms of Article 23 of the Original Lease shall also apply to the Eighth Amendment Expansion Premises.

13.**Letter of Credit; Increase of L-C Amount**. The L-C currently held by Landlord is in the amount of $3,517,008.92. In connection with this Eighth Amendment, Landlord and Tenant herby agree that the L-C Amount shall be increased by an amount equal to $901,133.52, to a new total of $4,418,142.44 (the "**New Eighth Amendment L-C Amount**"). Accordingly, within fifteen (15) days following the Effective Date, Tenant shall provide Landlord with either (i) a new L-C in such amended New Eighth Amendment L-C Amount, which new L-C complies with the requirements of the Lease and Landlord shall concurrently return the existing L-C, or (ii) an amendment to the L-C (in form and content reasonably acceptable to Landlord) in order that the L-C, as amended, is in the New Eighth Amendment L-C Amount.

14.**New Impossible Foods Sublease**. Subject to the terms and conditions of the Landlord Impossible Foods Consent Agreement, Landlord hereby confirms its consent to the New Impossible Foods Sublease, provided that the Landlord Impossible Foods Consent Agreement is executed by all parties thereto.

15.**Statutory Disclosure and Related Terms**. Effective as of the Effective Date, the terms of Section 16 of the Sixth Amendment shall also be deemed to apply to the Eighth Amendment Expansion Premises.

16.**No Defaults**. Tenant hereby represents and warrants to Landlord that, as of the date of this Eighth Amendment, Tenant is in full compliance with all terms, covenants and conditions of the Lease, that Tenant knows of no breaches or defaults under the Lease by Landlord or Tenant and that Tenant knows of no events or circumstances which, given the passage of time or notice, would constitute a default under the Lease by either Landlord or Tenant. Landlord hereby represents and warrants to Tenant that, as of the date of this Eighth Amendment, to Landlord's actual knowledge, there are of no breaches or defaults under the Lease by Landlord or Tenant.

17.**Signatures**. The parties hereto consent and agree that this Eighth Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Eighth Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Eighth Amendment electronically, and (2) the electronic signatures appearing on this Eighth Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

18.**No Further Modification**. Except as set forth in this Eighth Amendment, all of the terms and provisions of the Lease shall apply with respect to the Eighth Amendment Expansion Premises and shall remain unmodified and in full force and effect.

[Signatures Follow]

IN WITNESS WHEREOF, this Eighth Amendment has been executed as of the day and year first above written.

LANDLORD:

HCP LS REDWOOD CITY, LLC,
a Delaware limited liability company

By: /s/ Scott Bohn

Name: Scott Bohn

Its: Chief Development Officer

7/28/2025

TENANT:

REVOLUTION MEDICINES, INC.,
a Delaware corporation

By: /s/ Mark A Goldsmith

Mark A Goldsmith
Print Name

Its: President and CEO

EXHIBIT A

OUTLINE OF EIGHTH AMENDMENT EXPANSION PREMISES

OUTLINE OF PREMISES

400 SAGINAW

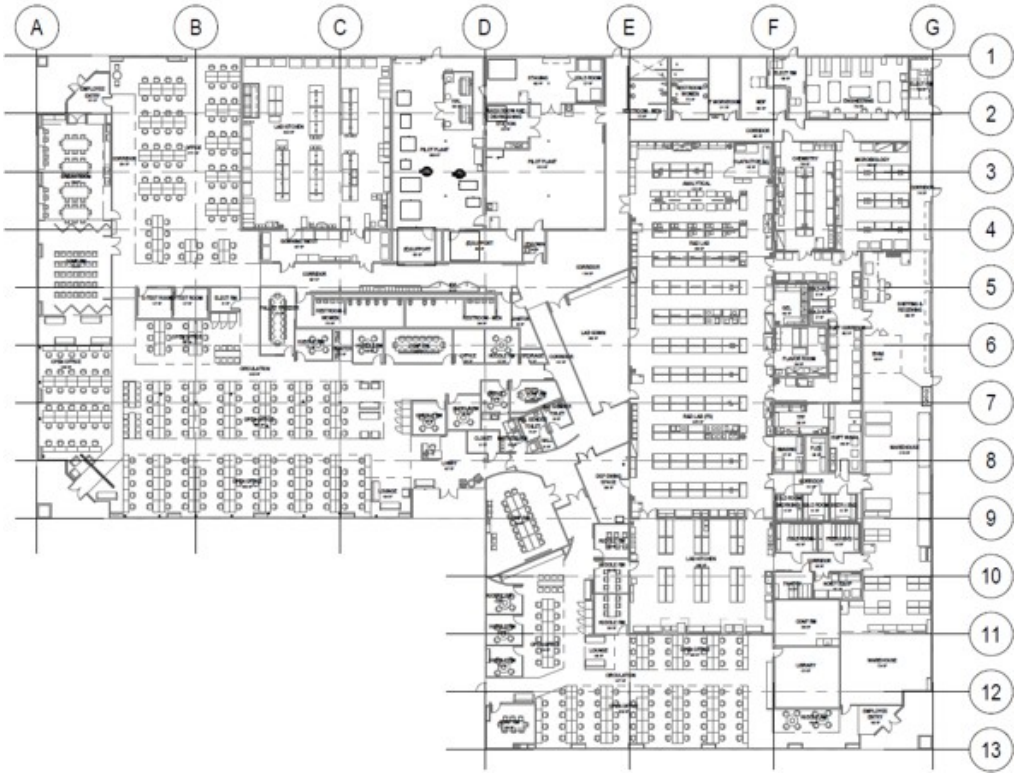

EXHIBIT B

TENANT WORK LETTER

This Tenant Work Letter shall set forth the terms and conditions relating to the initial improvement of the Eighth Amendment Expansion Premises for Tenant (and potential improvements to the remainder of the Premises) following the date of this Eighth Amendment. This Tenant Work Letter is essentially organized chronologically and addresses the issues of construction, in sequence, as such issues will arise during construction in the Premises.

SECTION 1

POSSESSION OF THE PREMISES

Tenant acknowledges that Tenant has thoroughly examined the Eighth Amendment Expansion Premises. On the Eighth Amendment Expansion Commencement Date, Landlord shall tender possession of the Premises to Tenant in its presently existing, "as-is" condition, subject to Section 6 of the Eighth Amendment. Except for the payment of the Eighth Amendment Tenant Improvement Allowance as provided in Section 2, below, and potential payment of the Separate Non-Redevelopment Allowance as provided in Section 5.5, below, Landlord shall have no obligation to make or pay for any improvements to the Premises under the Lease.

SECTION 2

TENANT IMPROVEMENTS

2.1**Tenant Improvement Allowance**. Commencing as of the Effective Date, Tenant shall be entitled to a one-time tenant improvement allowance for the entire Premises in the amount of $4,069,654.49 (i.e., $66.89 per RSF of the Eighth Amendment Expansion Premises) (the "**Eighth Amendment Tenant Improvement Allowance**"), for the costs relating to the initial designs and construction of Tenant's improvements, including permits, drawings, architectural fees and project management services pursuant or related thereto, which are permanently affixed to the Premises or which are "Eighth Amendment Tenant Improvement Allowance Items," as that term is defined in Section 2.2.1, below (collectively, the "**Eighth Amendment Tenant Improvements**"). In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter or otherwise in connection with Tenant's construction of the Eighth Amendment Tenant Improvements or any Eighth Amendment Tenant Improvement Allowance Items, as defined below, in a total amount which exceeds the sum of the Eighth Amendment Tenant Improvement Allowance. All Eighth Amendment Tenant Improvements for which the Eighth Amendment Tenant Improvement Allowance has been made available shall be deemed Landlord's property under the terms of the Lease; provided, however, Landlord may, by written notice to Tenant given concurrently with Landlord's approval of the "Final Working Drawings" for a phase of the Eighth Amendment Tenant Improvements, as that term is defined in Section 3.3, below, require Tenant, prior to the end of the Lease Term, or given following any earlier termination of this Lease, at Tenant's expense, to remove any Eighth Amendment Tenant Improvements and to repair any damage to the Premises and Building caused by such removal and return the affected portion of the Premises to a Building standard general office condition. Tenant shall be entitled to

deliver a space plan to Landlord to pre-approve in the future. Once such space plan is approved by Landlord in writing, such space plan shall be attached hereto as Schedule 1 ("**Plan**"). So long as the Final Space Plan, Final Working Drawings and corresponding Tenant Improvements are consistent with and a logical extension of the Plan, Landlord shall not require Tenant, whether at the end of the Lease Term, or following any earlier termination of the Lease, to pay for or remove any Tenant Improvements set forth on the Final Working Drawings, to repair any damage to the Eighth Amendment Expansion Premises and 400 Building caused by such removal, or to return the affected portion of the Eighth Amendment Expansion Premises to the condition in existence prior to the construction of the Eighth Amendment Tenant Improvements. Any portion of the Eighth Amendment Tenant Improvement Allowance that is not disbursed or allocated for disbursement by the date that is thirty-six (36) months after the Eighth Amendment Expansion Commencement Date (the "**Outside Disbursement Date**") (subject to delays caused by Landlord), shall revert to Landlord and Tenant shall have no further rights with respect thereto.

Tenant may construct the Eighth Amendment Tenant Improvements in phases, including, without limitation, with respect to any use of the Separate Non-Redevelopment Allowance (as defined below). Each phase may have its own set of Plans and Final Working Drawings. Landlord and Tenant shall follow the procedures and requirements of this Tenant Work Letter with respect to each phase.

2.2**Disbursement of the Eighth Amendment Tenant Improvement Allowance**.

2.2.1 **Eighth Amendment Tenant Improvement Allowance Items**. Except as otherwise set forth in this Tenant Work Letter, the Eighth Amendment Tenant Improvement Allowance shall be disbursed by Landlord only for the following items and costs (collectively the "**Eighth Amendment Tenant Improvement Allowance Items**"):

2.2.1.1Payment of all reasonable fees of the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Tenant Work Letter, project management fees, and payment of the fees incurred by, and the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the "Construction Drawings," as that term is defined in Section 3.2 of this Tenant Work Letter;

2.2.1.2The payment of plan check, permit and license fees relating to construction of the Eighth Amendment Tenant Improvements;

2.2.1.3The payment for all demolition and removal of existing improvements in the Premises;

2.2.1.4The cost of construction of the Eighth Amendment Tenant Improvements, including, without limitation, testing and inspection costs, costs incurred for removal of existing furniture, fixtures or equipment in the Premises, hoisting and trash removal costs, costs to purchase and install in the Premises equipment customarily incorporated into laboratory improvements or laboratory utility systems, including, without limitation, UPS, DI Systems, boilers, air compressors, glass/cage washers and autoclaves, painting, and contractors' fees and general conditions (but not including any other unattached furniture, laboratory

equipment, or office equipment ("**FF&E**"), the costs of which FF&E shall not be paid for by the Eighth Amendment Tenant Improvement Allowance);

2.2.1.5The cost of any changes in the Base Building when such changes are required by the Construction Drawings (including if such changes are due to the fact that such work is prepared on an unoccupied basis), such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

2.2.1.6The cost of any changes to the Construction Drawings or Eighth Amendment Tenant Improvements required by all applicable building codes (the "**Code**");

2.2.1.7Sales and use taxes;

2.2.1.8Subject to Section 2.2, above, all other actual out-of-pocket costs expended by Landlord in connection with the construction of the Eighth Amendment Tenant Improvements, including, without limitation, costs expended by Landlord pursuant to Section 4.1.1 of this Tenant Work Letter, below.

2.2.2 **Disbursement of Eighth Amendment Tenant Improvement Allowance**. During the construction of the Eighth Amendment Tenant Improvements, Landlord shall make monthly disbursements of the Eighth Amendment Tenant Improvement Allowance for Eighth Amendment Tenant Improvement Allowance Items for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows.

2.2.2.1**Monthly Disbursements**. On or before the fifth (5th) day of each calendar month, during the design and construction of the Eighth Amendment Tenant Improvements (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for reimbursement of amounts paid to the "Contractor," as that term is defined in Section 4.1.1 of this Tenant Work Letter, approved by Tenant, in a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the Eighth Amendment Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed; (ii) invoices from all of "Tenant's Agents," as that term is defined in Section 4.1.2 of this Tenant Work Letter, for labor rendered and materials for the Premises; (iii) executed mechanic's lien releases, as applicable, from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Sections 8132, 8134, 8136 and 8138; and (iv) all other information reasonably requested by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenant's payment request. Within forty-five (45) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant, or, if so directed by Tenant, to the Contractor, in payment of the lesser of: (A) the amounts so requested by Tenant as set forth in this Section 2.2.3.1, above, less a ten percent (10%) retention to be retained unless Landmark Builders is the Contractor (the aggregate amount of such retentions to be known as the "**Final Retention**"), and (B) the balance of any remaining available portion of the Eighth Amendment Tenant Improvement Allowance if applicable (not including the Final Retention, provided that Landlord does not dispute any request for payment based on non- compliance of any work with the "Approved Working Drawings," as that term is defined in Section 3.5 below, or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's

approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

2.2.2.2**Final Deliveries**. Following the completion of construction of the Eighth Amendment Tenant Improvements, Tenant shall deliver to Landlord (i) properly executed final mechanic's lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138 from all of Tenant's Agents, and a certificate certifying that the construction of the Eighth Amendment Tenant Improvements in the Premises has been substantially completed, and (ii) a "close-out package" in such customary format designated by Landlord (e.g., paper and/or electronic files) containing, without limitation, the following items (to the extent deemed necessary by Landlord): (a) as-built drawings and final record CAD drawings, (b) warranties and guarantees from all contractors, subcontractors and material suppliers, (c) all permits, approvals and other documents issued by any governmental agency in connection with the Eighth Amendment Tenant Improvements, (d) an independent air balance report, if required due to the nature of the Eighth Amendment Tenant Improvements, and (e) such other information or materials as may be reasonably requested by Landlord. Tenant shall record a valid Notice of Completion in accordance with the requirements of Section 4.3 of this Tenant Work Letter.

2.2.2.3**Other Terms**. Landlord shall only be obligated to make disbursements from the Eighth Amendment Tenant Improvement Allowance to the extent costs are incurred by Tenant for Eighth Amendment Tenant Improvement Allowance Items. All Eighth Amendment Tenant Improvement Allowance Items for which the Eighth Amendment Tenant Improvement Allowance have been made available shall be deemed Landlord's property under the terms of this Lease.

2.4.**Building Standards**. The quality of Eighth Amendment Tenant Improvements shall be in keeping with the existing improvements in the Premises.

SECTION 3

CONSTRUCTION DRAWINGS

3.1**Selection of Architect**. Tenant shall retain an architect/space planner (the "**Architect**") approved in advance by Landlord (which approval shall not be unreasonably withheld) to prepare the Final Space Plan and Final Working Drawings as provided in Section 3.2 and 3.3, below. Tenant shall retain the engineering consultants or design/build subcontractors designated by Tenant and reasonably approved in advance by Landlord (the "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work in the Premises, which work is not part of the Base Building. All such plans and drawings shall comply with the drawing format and specifications reasonably determined by Landlord, and shall be subject to Landlord's reasonable approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the Base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of any plans or drawings as set forth in this Section 3, shall be for its sole

purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters.

3.2**Final Space Plan**. Tenant shall supply Landlord with pdf copies of its final space plan for the Premises, digitally signed or acknowledged by Tenant, before any architectural working drawings or engineering drawings have been commenced. The final space plan (the "**Final Space Plan**") shall include a layout and designation of all offices, labs, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Space Plan for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require. If Landlord fails to respond to the Final Space Plan within the five (5) business day period set forth above, Tenant may send Landlord a reminder notice setting forth such failure containing the following sentence at the top of such notice in bold, capitalized font at least twelve (12) points in size: "LANDLORD'S FAILURE TO RESPOND TO THIS NOTICE WITHIN THREE (3) BUSINESS DAYS SHALL RESULT IN LANDLORD'S DEEMED APPROVAL OF TENANT'S FINAL SPACE PLAN" (the "Final Space Plan Reminder Notice"). Any such Final Space Plan Reminder Notice shall include a complete copy of the Final Space Plan. If Landlord fails to respond within three (3) business days after receipt of a Final Space Plan Reminder Notice, then the Final Space Plan shall be deemed approved by Landlord.

3.3**Final Working Drawings**. After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, Title 24 calculations, electrical requirements and special electrical receptacle requirements for the Premises, to enable the Engineers and the Architect to complete the "Final Working Drawings" (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the Premises, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is sufficiently complete to allow all of Tenant's Agents to bid on the work and to obtain all applicable permits (collectively, the "**Final Working Drawings**") and shall submit the same to Landlord for Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall supply Landlord with CAD and pdf copies of such Final Working Drawings, digitally signed or acknowledged by Tenant. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Working Drawings for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Working Drawings to be revised in accordance with such review and any disapproval of Landlord in connection therewith. If Landlord fails to respond to the Final Working Drawings within the ten (10) business day period set forth above, Tenant may send Landlord a reminder notice setting forth such failure containing the following sentence at the top of such notice in bold, capitalized font at least twelve (12) points in size: "LANDLORD'S FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS SHALL RESULT IN LANDLORD'S DEEMED APPROVAL OF TENANT'S FINAL WORKING DRAWINGS" (the

"Final Working Drawings Reminder Notice"). Any such Final Working Drawings Reminder Notice shall include a complete copy of the Final Working Drawings. If Landlord fails to respond within five (5) business days after receipt of a Final Working Drawings Reminder Notice, then the Final Working Drawings shall be deemed approved by Landlord.

3.4**Approved Working Drawings**. The Final Working Drawings shall be approved by Landlord (the "**Approved Working Drawings**") prior to the commencement of construction of the Premises by Tenant. Concurrently with Tenant's delivery of the Final Working Drawings to Landlord for Landlord's approval, Tenant may submit the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

3.5**Change Orders**. If Tenant at any time desires any changes, alterations or additions to the Approved Working Drawings, Tenant shall submit a detailed written request to Landlord and PMA (as defined in Section 4.1.1 below) specifying such changes, alterations or additions (a "**Tenant Change Request**"), for Landlord's approval. Landlord shall advise Tenant within three (3) business days after Landlord's receipt of a Tenant Change Request if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Tenant Change Request to be revised to correct any deficiencies or other matters Landlord may reasonably require. If Landlord fails to respond to the Tenant Change Request within the three (3) business day period set forth above, Tenant may send Landlord a reminder notice setting forth such failure containing the following sentence at the top of such notice in bold, capitalized font at least twelve (12) points in size: "LANDLORD'S FAILURE TO RESPOND TO THIS NOTICE WITHIN THREE (3) BUSINESS DAYS SHALL RESULT IN LANDLORD'S DEEMED APPROVAL OF A TENANT CHANGE REQUEST" (the "Change Request Reminder Notice"). Any such Change Request Reminder Notice shall include a complete copy of the applicable Tenant Change Request. If Landlord fails to respond within three (3) business days after receipt of a Change Request Reminder Notice, then the applicable Change Request shall be deemed approved by Landlord.

SECTION 4

CONSTRUCTION OF THE EIGHTH AMENDMENT TENANT IMPROVEMENTS

4.1**Tenant's Selection of Contractors**.

4.1.1 **The Contractor; Landlord's Project Manager**. Tenant shall retain a licensed general contractor, approved in advance by Landlord, to construct the Eighth Amendment Tenant Improvements ("**Contractor**"). Landlord's approval of the Contractor shall not be unreasonably withheld. Landlord approves Landmark Builders as a Contractor. Landlord shall retain Project Management Advisors, Inc. ("**PMA**") as a third party project manager for construction oversight of the Eighth Amendment Tenant Improvements on behalf of Landlord, and

Tenant shall pay a fee to Landlord with respect to the PMA services equal to $1.89 per rentable square foot of the Premises, which amount shall be deducted from the Eighth Amendment Tenant Improvement Allowance as incurred.

4.1.2 **Tenant's Agents**. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "**Tenant's Agents**"). The subcontractors used by Tenant, but not any laborers, materialmen, and suppliers, must be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, Landlord may nevertheless designate and require the use of particular mechanical, engineering, plumbing, fire life-safety and other Base Building subcontractors. If Landlord does not approve any of Tenant's proposed subcontractors, Tenant shall submit other proposed subcontractors for Landlord's written approval.

4.2**Construction of Eighth Amendment Tenant Improvements by Tenant's Agents**.

4.2.1 **Construction Contract; Cost Budget**.

Tenant shall engage the Contractor under a commercially reasonable and customary construction contract, reasonably approved by Landlord (collectively, the "**Contract**"). Prior to the commencement of the construction of the Eighth Amendment Tenant Improvements, and after Tenant has accepted all bids for the Eighth Amendment Tenant Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final costs to be incurred or which have been incurred, as set forth more particularly in Sections 2.2.1.1 through 2.2.1.10, above, in connection with the design and construction of the Eighth Amendment Tenant Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the estimated total costs of the work of the Eighth Amendment Tenant Improvement project (the "**Final Budget**"). If the Final Budget exceeds the amount of the Eighth Amendment Tenant Improvement Allowance (less any portion thereof already disbursed by Landlord, or in the process of being disbursed by Landlord, on or before the commencement of construction of the Eighth Amendment Tenant Improvements) (the "**Eighth Amendment Over-Allowance Amount**"), then Tenant shall pay such Eighth Amendment Over-Allowance Amount after the Eighth Amendment Tenant Improvement Allowance has been disbursed in full (less any Final Retention). In the event that the costs relating to the design and construction of the Eighth Amendment Tenant Improvements shall be in excess of the estimated amount as set forth in the Final Costs, any such excess shall be paid by Tenant out of its own funds, but Tenant shall continue to provide Landlord with the documents described in Sections 2.2.2.1 (i), (ii), (iii) and (iv) of this Tenant Work Letter, above, for Landlord's approval, prior to Tenant paying such costs.

4.2.2 **Tenant's Agents**.

4.2.2.1**Compliance with Drawings and Schedule**. Tenant's and Tenant's Agent's construction of the Eighth Amendment Tenant Improvements shall comply with the following: (i) the Eighth Amendment Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings; and (ii) Tenant's Agents shall submit schedules of all work relating to the Eighth Amendment Tenant Improvements to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule.

4.2.2.2**Indemnity**. Tenant's indemnity of Landlord as set forth in this Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Eighth Amendment Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Eighth Amendment Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises. The foregoing indemnity shall not apply to claims caused by the gross negligence or willful misconduct of Landlord, its member partners, shareholders, officers, directors, agents, employees, and/or contractors.

4.2.2.2**Requirements of Tenant's Agents**. Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Eighth Amendment Tenant Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of substantial completion of the work under the Contract ("**Substantial Completion**"). Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after Substantial Completion. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Eighth Amendment Tenant Improvements, and/or the applicable Building and/or common areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Eighth Amendment Tenant Improvements shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

4.2.2.3**Insurance Requirements**.

4.2.2.3.1**General Coverages**. All of Tenant's Agents shall carry the following insurance with insurers having a minimum A.M. best rating of A- VIII or better (i) worker's compensation insurance covering all of Tenant's Agents' respective employees with a waiver of subrogation in favor of Landlord and the property manager, (ii) general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 general

aggregate, including products/completed operations and contractual coverage, and shall name Landlord, its subsidiaries and affiliates, its property manager (if any) and any other party the Landlord so specifies, as an additional insured or loss payee, as applicable, including Landlord's managing agent, if any, and (iii) if the cost of such Eighth Amendment Tenant Improvements exceeds $100,000 in the aggregate, then Builders Risk insurance covering the construction of the Eighth Amendment Tenant Improvements, and such policy shall include Landlord as an additional insured.

4.2.2.3.2**General Terms**. Certificates for all insurance carried pursuant to this Section 4.2.2.3 shall be delivered to Landlord before the commencement of construction of the Eighth Amendment Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will endeavor to give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Eighth Amendment Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Eighth Amendment Tenant Improvements are fully completed, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for ten (10) years following completion of the work. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.2 of this Tenant Work Letter.

4.2.2. **Governmental Compliance**. The Eighth Amendment Tenant Improvements shall comply in all respects with the following: (i) all state, federal, city or quasi- governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.4 **Inspection by Landlord**. Landlord shall have the right to inspect the Eighth Amendment Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Eighth Amendment Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Eighth Amendment Tenant Improvements constitute Landlord's approval of the same. Should Landlord reasonably disapprove any portion of the Eighth Amendment Tenant Improvements, on the grounds that the construction is defective or fails to comply with the Approved Working Drawings, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any such defects or deviations shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists that might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the applicable Building, the structure or exterior appearance of the applicable Building or any other tenant's use of such other tenant's leased premises, Landlord may, take such action as Landlord reasonably deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without

limitation, causing the cessation of performance of the construction of the Eighth Amendment Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's reasonable satisfaction.

4.2.5 **Meetings**. Commencing upon the execution of this Lease, Tenant shall hold weekly meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Eighth Amendment Tenant Improvements, and Landlord and/or its agents shall receive prior notice of, and shall have the right to attend, all such meetings, and, upon Landlord's request, certain of Tenant's Agents shall attend such meetings. In addition, minutes shall be taken at all such meetings, a copy of which minutes shall be promptly delivered to Landlord. One such meeting each month shall include the review of Contractor's current request for payment.

4.3**Notice of Completion; Copy of Record Set of Plans**. Within ten (10) days after completion of construction of the Eighth Amendment Tenant Improvements, Tenant shall cause a valid Notice of Completion to be recorded in the office of the Recorder of the county in which the applicable Building is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (*w*) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (*x*) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, (*y*) to deliver to Landlord two (2) sets of copies of such record set of drawings (consisting of the applicable CAD files) within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (*z*) deliver to Landlord a permit card with all required final signoffs from the applicable governmental agencies, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises. Within fifteen (15) days after request by Tenant following the Substantial Completion of the Eighth Amendment Tenant Improvements, Landlord will acknowledge its approval of the Eighth Amendment Tenant Improvements (provided that such approval has been granted) by placing its signature on a Contractor's Certificate of Substantial Completion fully executed by the Architect, Contractor and Tenant. Landlord's approval shall not create any contingent liabilities for Landlord with respect to any latent quality, design, Code compliance or other like matters that may arise subsequent to Landlord's approval.

SECTION 5

MISCELLANEOUS

5.1**Tenant's Representative**. Tenant has designated Camilo Pascua (Cpascua@revmed.com) as its sole representatives with respect to the matters set forth in this Tenant Work Letter, who shall each have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

5.2**Landlord's Representative**. Landlord has designated Bernie Baker (bernieb@pmainc.com) with PMA, as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

5.3**Time is of the Essence in This Tenant Work Letter**. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

5.4**Tenant's Lease Default**. Notwithstanding any provision to the contrary contained in the Lease or this Tenant Work Letter, upon any Event of Default by Tenant under the Lease or this Tenant Work Letter (including, without limitation, any failure by Tenant to fund any portion of the Eighth Amendment Over-Allowance Amount) occurs at any time on or before the substantial completion of the Eighth Amendment Tenant Improvements and such default remains uncured ten (10) days following Landlord's notice of such default to Tenant, then in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Eighth Amendment Tenant Improvement Allowance and/or Landlord may, without any liability whatsoever, cause the cessation of construction of the Eighth Amendment Tenant Improvements and cessation of any work required to be performed by Landlord pursuant to this Tenant Work Letter (in which case, Tenant shall be responsible for any delay and any costs occasioned thereby).

5.5**Separate Non-Redevelopment Allowance**. Landlord and Tenant are currently discussing and collaborating on a potential future redevelopment plan for the Eighth Amendment Expansion Premises and 400 Building to provide for potential densification of the same (the "**400 Redevelopment**"), which may include modifications to existing improvements and/or demolition of existing improvements and construction of new improvements; provided, that, for purposes of this Section 5.5, while Landlord and Tenant shall use commercially reasonable efforts in such discussions and collaboration, Landlord shall have no obligation to provide for and/or perform any such redevelopment and Tenant shall have no obligation to agree to any such redevelopment, with any potential agreement therefor and/or terms thereof subject to each party's sole and absolute discretion. Subject to any earlier termination of the Lease, if (i) the parties do not enter into and execute a mutually acceptable "term sheet" or "memorandum of agreement" that provides for and documents the agreed-upon terms of the 400 Redevelopment on or before July 31, 2027 (the "**Outside 400 Redevelopment Agreement Date**"), which Outside 400 Redevelopment Agreement Date may be extended to July 31, 2028 by either party by written notice thereof delivered to the other party prior to the originally scheduled Outside 400 Redevelopment

Agreement Date, or (ii) prior to the Outside 400 Redevelopment Agreement Date (as may be extended), Landlord delivers written notice to Tenant that Landlord has elected to no longer pursue the 400 Redevelopment (in Landlord's sole and absolute discretion), then, effective as of the date (the "**Availability Date**") immediately following the applicable Outside 400 Redevelopment Date (or date that Tenant receives any such written notice from Landlord), separate and apart from the Eighth Amendment Tenant Improvement Allowance, Tenant shall be entitled to a one-time tenant improvement allowance for the entire Premises in the amount of $2,014,445.51 (i.e., $33.11 per RSF of the Eighth Amendment Expansion Premises) (the "**Separate Non-Redevelopment Allowance**"), for any additional costs relating to any Eighth Amendment Tenant Improvements or which are Eighth Amendment Tenant Improvement Allowance Items, which Separate Non- Redevelopment Allowance shall otherwise be governed by the terms and conditions of this Tenant Work Letter (i.e., as a phase hereunder); provided, that, the Outside Disbursement Date therefor shall be extended to be the date that is the later to occur of (A) the originally scheduled Outside Disbursement Date for the Eighth Amendment Tenant Improvement Allowance and (B) the date that is twelve (12) months after the Availability Date hereunder (and for purposes of clarification, any portion of the Separate Non-Redevelopment Allowance that is not disbursed or allocated for disbursement by such Outside Disbursement Date pertaining thereto, shall revert to Landlord and Tenant shall have no further rights with respect thereto.).

SCHEDULE 1 TO EXHIBIT B

APPROVED PLAN

[TO BE ATTACHED ONCE LANDLORD APPROVES SPACE PLAN AS DESCRIBED IN SECTION 2.1 OF EXHIBIT B]

Exhibit 31.1

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

I, Mark A. Goldsmith, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Revolution Medicines, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2025

By: /s/ Mark A. Goldsmith
Mark A. Goldsmith, M.D., Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

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

I, Jack Anders, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Revolution Medicines, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2025

By: /s/ Jack Anders
Jack Anders
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

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

In connection with the Quarterly Report of Revolution Medicines, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Date: November 5, 2025

By: /s/ Mark A. Goldsmith
Mark A. Goldsmith, M.D., Ph.D.
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

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

In connection with the Quarterly Report of Revolution Medicines, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Date: November 5, 2025

By: /s/ Jack Anders
Jack Anders
Chief Financial Officer
(Principal Financial and Accounting Officer)